



**NOTICE OF THE
Regular MEETING**

The City Council for the City of Simonton, Texas, will hold its Regular council meeting on Tuesday March 21, 2023 at 6:30 p.m. in Simonton City Hall, 35011 FM 1093, for the purpose of considering the following:

1. Call to Order.
2. Invocation and Pledge.
3. Public Comments (*In accordance with Texas Open Meetings Act and Texas Government Code 551.007, City Council may not discuss or take action on any item NOT listed on the Agenda. Each member of the public wishing to speak must sign in prior to the meeting and is limited to 3 minutes.*)
4. Consider and take action on the Consent Agenda.
Items listed under the Consent Agenda are considered routine and are generally enacted in one motion. The exception to this rule occurs when a Council Member requests one or more items removed from the Consent Agenda for separate discussion and action.
 - a. Approve minutes from February 21, 2023 regular council meeting
 - b. Approve no changes made to Fort Bend County Central Appraisal District's 2023 Exemptions Update
5. New Business
 - a. Consider and take action to appoint Justin Boudreau to fill an large city council vacancy
 - b. Mayor to deliver proclamation to Lively Hope Missionary Baptist Church to congratulate the pastor and congregation on their 150th anniversary.
 - c. Consider and take action to approve an agreement with Revenue Management Services to provide services necessary for the recovery of the district's sales tax.
 - d. Consider and take action to adopt resolution 2023-02 for the award of Personal Services Contract for social media consulting services and related digital relations


e. Consider and take action to adopt Resolution 2023-03 to accept a petition of the residents of the Valley Lodge neighborhood to install signage prohibiting the overnight parking of commercial vehicles and to provide for the purchase and installation of the signage.

f. Consider and take action to approve the purchase of Meeting Management Software

6. Adjourn into Executive Session to:
 - a. The City Council will meet in a closed session pursuant to Title 5, Chapter 551, of the Texas Government Code for the purpose of consultation with legal counsel (Section 551.071).
7. Reconvene in Open Session.
8. Consider and take action resulting from Executive Session:
 - a. The City Council will meet in a closed session pursuant to Title 5, Chapter 551, of the Texas Government Code for the purpose of consultation with legal counsel (Section 551.071).
9. Reports
 - a. Mayor
 - b. City Staff
 - c. City Council

Adjournment.

CERTIFICATE: I, the undersigned, City Secretary of the City of Simonton, do hereby certify that on the March 17, 2023, 12:00 PM I posted a true and correct copy of the above and following notice of the Regular Meeting of the City of Simonton Council to be held on March 21, 2023, at 6:30 PM at the Simonton City Hall, which posting was done not less than three (3) full days prior to the date fixed for said meeting.



City Secretary

The City Council may hold an Open or Closed meeting by telephone conference call if an emergency or public necessity exists within the meaning of Section 551.045 of the Open Meetings Act, and the convening at one location of a quorum of the City Council is difficult or impossible.

The City Council may convene into executive session on any matter related to any of the above agenda items for a purpose, such a closed session is allowed under Chapter 551, Texas Government Code.

Reasonable accommodation for persons with disabilities attending this meeting will be available. Persons with disabilities in need of special assistance at the meeting should please contact the City Secretary at 281-533-9809 Agendas are posted on the City Website at <http://simontontexas.gov> .

Minutes

Regular City Council Meeting

CITY OF SIMONTON

February 21, 2023

This is a true and correct copy of the Minutes of the Regular Meeting of the Simonton City Council held on February 21, 2023 at 6:30 PM.

- 1. Call to Order. **Mayor Boudreaux called the meeting to order at 6:32 PM. A quorum was present:**

Laurie Boudreaux, Cody Turner, Stacey Gootee, Kelli Matula

Council Members absent: James Bialas Thomas McLemore

City Staff present: Erica Molina Jennifer Ward

Public Present: See Sign in Sheet

- 2. Invocation and Pledge **led by Laurie Boudreaux**

- 3. Public Comments **See sign in sheet**

- 4. Consider and take action on the Consent Agenda:

- a. approve minutes from January 17, 2023 Regular Council Meeting

- b. approve Joint Election Agreement with Fort Bend County for Election Services

Motion by stacey Gootee to approve the Consent Agenda. Cody Turner seconded.

Ayes: All

Noes: None

Motion Passed

- 5. New Business

- a. Consider and take action to adopt resolution to for the adoption of rules and procedures related to City Council deliberations and public comment during City Council Meetings.

Motion by Stacey Gootee to to adopt resolution for the adoption of rules and procedures related to City Council deliberations and public comment during public meetings.. Cody Turner seconded.

Ayes: All

Noes: None

Motion Passed

b. Consider and take action to order May 6, 2023 General Election for 3 Council Member At Large positions.

Motion by Cody Turner to to order May 6, 2023 General Election for 3 Council Member At Large positions.. Kelli Matula seconded.

Ayes: All

Noes: None

Motion Passed

c. Consider and take action to order special election May 6, 2023 for the reauthorization of the local sales and use tax in teh City of Simonton at the rate of 1/4% to continue providing revenue for maintenance and repair of municipal streets.

Motion by Stacey Gootee to to order special election May 6, 2023 for the reauthorization of teh local sales and use tax in the City of Simonton at the rate of 1/4% to continue providing revenue for maintenance and repair of municipal streets.. Cody Turner seconded.

Ayes: All

Noes: None

Motion Passed

d. Consider and take action to accept the resignation of council member James Bialas.

Motion by Cody Turner to to accept the resignation of council member James Bialas.. Stacey Gootee seconded.

Ayes: All

Noes: None

Motion Passed

6. Reports

- a. Mayor
- b. City Staff
- c. City Council

Adjournment.

adjourn at 6:40 PM

4a

Respectfully submitted,

Mayor

City Secretary

46



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600
Phone (281) 344-8623
www.fbcad.org

January 30, 2023

Subject: 2023 Exemptions Update

To: Fort Bend County
Entity: C18 City of Simonton

Please confirm the exemption information below we currently have on file for the above entity. If there is a change, please indicate it in the 2023 Amount/Change box. Additionally, only local amounts are requested. State exemption amounts will be assigned automatically where applicable.

Note: 2023 Notices are scheduled to be sent to the printer on March 1st. Therefore, exemptions must be entered by February 28th to be included on the 2023 Appraisal Notice.

Exemption	2022 Amount	2023 Amount/Change
HS Local Minimum	5,000	NO CHANGE
HS Local Percent	20	↓
O65 Local Amount	15,000	
DP Local Amount	15,000	

Signature

Date

Thank you,



Grace G. Powell
Data Analyst

(281) 344-8623 x176 | www.fbcad.org
2801 B. F. Terry Blvd. Rosenberg, TX 77471-5600

JUSTIN D. BOUDREAU

Simonton, Tx 77476

(281) 352-2793 | boudreauj77@gmail.com

www.linkedin.com/in/justinboudreau-pmp

MANUFACTURING MANAGER/ PROJECT MANAGER

Results-oriented with experience driving cross-functional teams and executing operational improvement project to deliver quality custom products and execute lean manufacturing processes.

Core Competencies

Lean Improvement • Operations • Project Management • Product Development • Six Sigma Tools
Continuous Improvement • Department Management • Cross-Functional Training • Team Building • Employee Development

EXPERIENCE

9/2019- Present **Lincoln Manufacturing/ All American Inflatables** **HOUSTON, TX**

**MULTI DEPARTMENT MANAGER-
MANUFACTURING ENGINEERING, SUPPLY CHAIN/PURCHASING, INFORMATION TECHNOLOGY**

- Managed divisional improvement projects led by Manufacturing Engineering.
- Planned and directed the update of the company’s technology infrastructure. Oversee the implementation at six (6) individual business units of all servers, phone system, hardware, conversion to fiber internet, shop floor production interface stations, and upgrade from office 2010/2013 to O365 with cloud storage.
- Planned and managed updating the outdated and unsecure ERP system from a 2012 version to the most up-to date offering in 2023. Outlined the operation of and created the processes for internal utilization of the new system. This involved migrating all company data through five (5) iterations and verifying all financial transactions and data where correct. Oversaw the Creation of labor and overhead models for each division after analyzing the production flows and requirements of each individual business unit.
- Planned and executed an overhaul of the Supply Chain systems, processes, and procedures. Defined and developed tools to track Supply Chain vendor metrics for delivery and quality. Defined the metrics and created tools to analyze weekly spends of variable expenses cost drivers for a running 12-month period for each independent business unit.
- Oversee and conduct root cause investigations, corrective action planning, process analysis for improvement and execution of the improvement plans utilizing multiple lean and six sigma tools.

4/2018-9/2019 **TFE COMPANY INC.** **BREHAM, TX**
MANAGER, QUALITY & HSE

- Managed day to day operations of the Quality department.
- Planned and executed updating of Quality Assurance Manual and systems from ISO 9001:2008 to ISO 9001:2015
- Maintained approved supplier list (ASL), including auditing supplier facilities, quality documentation, and certifications.
- Created, tracked, and posted quality and delivery metrics including on time delivery and non-conformance rates by classification.
- Oversee and conduct internal and external root cause investigations, corrective action planning, and improvement implementation.

3/2017-1/2018 **STAR PRECISION** **HOUSTON, TX**
Manufacturing Manager

- Managed 27 individuals within production and manufacturing, delivering hands on training, communicating process changes, and providing performance updates.
- Defined scope for new product development and projects and tracking and reporting methods as needed.
- Analyzed established manufacturing processes to identify and prioritize areas for improvement; developed manufacturing process flow utilizing lean philosophies based on market demand.
- Effectively troubleshoot manufacturing processes utilizing multiple tools, including FMEA, Ishikawa, Deming cycle, 5-Why, or statistical sampling and experiments.

2/2005-7/2016 **HUNTING ENERGY SERVICES**
Project Manager (6/2014-7/2016)

- Managed automated manufacturing of a valve product line from design through production, generating additional revenue for the company; project completed in less than 12 months.
- Managed the development of mistake proof mating feature, hydraulic coupling product line from inception to realization, generating \$1M+ for the company. Partnered with clients to gather requirements, ensuring product met demand and addressed future needs.
- Planned and executed projects and corresponding schedules & budgets, managing resources across multiple departments and guiding efforts for 10-15 team members. Set and realigned priorities within the team as customer requirements shifted.
- Served as training committee member to review companywide training program for advancement and continuing education of all employees. Deliver training across all departments, driving continual improvement initiatives and lean manufacturing practices.

Supervisor/Manager Manufacturing Engineering and Programming (2/2005-6/2015)

- Oversaw manufacturing engineering and programming departments, directing efforts in production, research and development, fixtures and tooling.
- Hired, trained, and managed 7 direct reports, providing formal and hands on training to deliver best practices, provide recommendations, and share new process & equipment available.
- Designed and executed single process for complex products, increasing quality within product line while optimizing resource usage.
- Partnered with quality department to ensure high quality products and manufacturing yield.
- Qualified, integrated, and maintained \$20M+ in capital equipment.
- Reduced basic component production cost by effectively planning and implementing fully automated production process reducing man hours.

PREVIOUS EXPERIENCE

- 1995-2005 • **Dolan Industrial** Account Manager (2003-2005)
- 2005 • **Rutland Tool** Account Manager (2001-2003)

EDUCATION

2020	UNIVERSITY OF TEXAS AT TYLER Master of Science in Industrial Management <ul style="list-style-type: none"> ○ Focus in Lean & Six Sigma ○ Black Belt certification ATMAE	TYLER, TX
2015	UNIVERSITY OF TEXAS OF THE PERMIAN BASIN Bachelor of Arts and Sciences, Industrial Technology & Management <ul style="list-style-type: none"> ○ Cum Laude 	ODESSA, TX
2000	SOUTH PLAINS COLLEGE Associate Degree of Applied Science, Machine Technology	LEVELLAND, TX

CERTIFICATIONS & TRAINING

- Project Management Professional (#1681618), Project Management Institute (2013)
- Lean Manufacturing Courses & Workshops, Lean Enterprise Institute (2007-2009)
- Certified Carbide Specialist, Iscar Training (2002)
- Sales Advantage Certificate, Dale Carnegie Training (2002)

VOLUNTEER

Project Manager

- Planned reconstruction of flood-damaged properties after hurricane Harvey. Managed scheduling of resources, budgeting, scope, and risk management throughout each project.
- Collaborated with flood plain administrators and city officials to create building plan agreement and gain approvals.

Board Member- Emergency Operations Committee

- Serve on city Emergency Operations board, aiding efforts to create emergency plans, procedures, and documentation to guide officials and volunteers during emergency situations.
- Operated during two major Federal disasters. Ran logistics and seconded operations during the Memorial Day Flooding and Hurricane Harvey Flooding.

VLPOA Architectural Control Committee

- Serve on subdivision Architectural Control Committee, a position which helps maintain community aesthetics according to predetermined building and construction guidelines.

Lively Hope Missionary Baptist Church

33303 Ashe Road ~ Simonton, Texas 77476

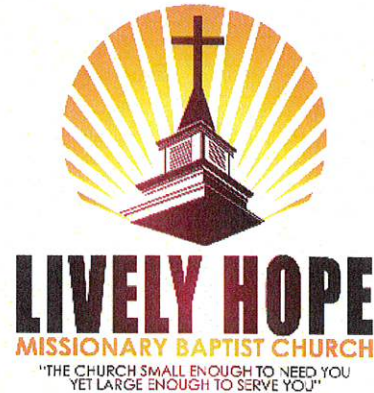
Post Office Box 96 · Fulshear, Texas 77441

Telephone (281) 346-0412

Website: www.livelyhopembc.org

Email Address: lhmbc33303@att.net

Rev. E. R. Simmons, Sr., Pastor



February 28, 2023

To God be the Glory for the great things He has done!

Dear Madam Mayor Laurie Boudreaux:

Greetings in the name of our Lord and Savior Jesus Christ!

We pray this letter finds you highly blessed. We are extremely excited to announce the Lively Hope Missionary Baptist Church, Simonton, Texas, will be celebrating 150 years of fellowship, praise and existence. Our 150-year milestone Anniversary will be October 8, 2023. Lively Hope is one of the oldest churches in the community and surrounding areas. We are working on a 150-year souvenir program booklet. We would be honored to receive a Proclamation letter of congratulations from you to share in this wonderful and commemorative celebration.

Should you have any questions or need additional information regarding the souvenir booklet, please contact Mary Carter at (281) 546-8263, 2893 or Ida Gordon at (832) 654-0199.

We pray that you will be able to share in this momentous occasion.

In His Service,

Lively Hope Anniversary Committee
Mary Carter, Souvenir Booklet Coordinator



PROCLAMATION

WHEREAS, the year 2023, marks the 150th Anniversary of the Lively Hope Missionary Baptist Church in Simonton, Texas, which was and continues to be, dedicated to the service of God and humanity; and

WHEREAS, we give pause, honor and praise this day for the deep and abiding Christian commitment of those who in faith began this work, and for all those who have given so unselfishly during these many years to help the work grow and thrive, and provide valuable human services where the need was great; and

WHEREAS, our entire community has benefitted from the fellowship and Christian influence this church has exerted through the years, and the many facets of its outreach and practical assistance to those in need; and

WHEREAS, it is a pleasure to extend this expression of our congratulations and best wishes to the members of this congregation on the memorable occasion of this 150th Anniversary;

NOW, THEREFORE, I, Laurie Boudreaux., Mayor of the City of Simonton, Texas, urge all citizens of Simonton and surrounding communities to join together in recognition and appreciation for the members, past and present, of the congregation of *Lively Hope Missionary Baptist Church* for their commitment and Christian contributions to our entire extended community.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature this 21st day of March 2023.

CITY OF SIMONTON, TEXAS

Laurie Boudreaux, Mayor

Attest:

Erica Molina, City Secretary

AGREEMENT FOR SERVICES FOR SALES TAX MONITORING

This agreement is made and entered as of the date signed by the last party hereto by and between **THE CITY OF SIMONTON, TEXAS** (the "City" or the "District") and **REVENUE MANAGEMENT SERVICES** ("RMS" or the "Firm"). The District and RMS are sometimes collectively referred to herein as the "Parties" or either individually referred to as a "Party". In consideration of the mutual covenants and agreements contained herein, the District and the Firm agree as follows:

AGREEMENT

The City hereby appoints the Firm as the City's sales and use tax auditor and consultant pursuant to the terms of this Agreement. The Firm hereby agrees to serve as the City's representative and provide such other related services as set forth in this Agreement.

I. *Services of the Firm*

A. The Firm shall provide general services necessary for the collection and recovery of the District's local sales and use tax generation as well as telecommunication, point -of-sale, and E-Commerce receipts.

- (1) Serve as the District's representative, serving the City Council and staff (sitting as the governing body of the District), and act as liaison between the County, the District, Local Taxpayers, and the Comptroller of Public Affairs (the "Comptroller" or the "CPA").
- (2) Review recently changed and/or amended precinct boundary lines to correctly allocate sales tax generation based on location.
- (3) Serve at the pleasure of City Council and staff, sitting as the District's Board of Directors, with additional services as deemed necessary.
- (4) Canvass all physical locations within the District. Correspond with local taxpayers, retrieve sales and use tax data.
- (5) Compile data to review mis-allocated or missing allocations pertaining to the City.
- (6) Mapping of businesses with the City.
- (7) Review County Appraisal District Rolls listing Real and Personal Property owners within each City.
- (8) Monthly, quarterly, and annual report generation.
- (9) Provide in-person and telephonic consultation as needed.
- (10) Research any areas where point of sale transactions are allocated in error.

II. Compensation

The District shall compensate the Firm for all services rendered for and/or on behalf of the City, within forty-five (45) days of submission of an invoice from the Firm. For, and in consideration of the services described, the fees are: A cost of **\$1,000.00** per month will be incurred by the District. A one-time setup fee of **\$3,000.00** will be assessed on the first invoice.

The payment of all invoices shall be governed by the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. RMS will be responsible for providing the District with updates, reports, drafting, and reporting to the Comptroller. The general schedule of services to be performed is provided as follows:

The general schedule of services to be performed is provided as follows:

Unless otherwise instructed, all reports generated by Revenue Management Services shall be provided and presented in electronic format. If paper copies are requested, RMS requests notification at least forty-eight (48) hours before the meeting where RMS representatives will present the sales tax report.

Each Month

- Request and receive monthly Confidential Information Reports for the City.
- Generate monthly reports for the City Council and staff, sitting as members of the District's Board of Directors, both public and private, subject to applicable Texas Public Information Act requirements for disclosure.
- Review payee list for non-payments or payments mis-allocated to the City in error.
- Weekly receipt of new permit approvals in the City.
- Correspond appropriate City staff.
- All other services deemed necessary to adequately assess the City.

Each Quarter

- Physical audit of all businesses in the City. Quarterly scheduling will be staggered amongst the client lists.
- Draft full audit report.
- Draft missing payment report.
- Provide previous quarters correspondence with the Comptroller.
- Correspond with the Comptroller's Office regarding any outstanding errors discovered by RMS and not yet corrected.
- All other services deemed necessary to audit and recover tax payer allocations.

III. Term and Termination

This Agreement may be terminated by either Party hereto by providing thirty (30) days' written notice to the other party.

IV. General Provisions

This Agreement is not intended to and does not prohibit the Firm or any representative of the Firm from accepting employment by and/or performing services for individuals or organizations other than the District; provided, however, that such employment shall not interfere with the proper performance of the duties, expressed and implied, of the Firm hereunder.

(A) TO THE FULLEST EXTENT PERMITTED BY LAW, RMS, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM RMS'S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY RMS OR ANY SUBCONTRACTOR OR AGENT OF RMS.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE RMS AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE DISTRICT OF ANY COMMON LAW DUTY, ANY TERM OF THIS AGREEMENT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE DISTRICT. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

RMS DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE DISTRICT FROM ALL OF RMS'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE

TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT.

Following execution of this Agreement, RMS shall furnish the District with a Certificate(s) of Insurance evidencing the following insurance coverages and RMS shall at all times during the term of this Agreement maintain such coverages:

- (1) Automobile Liability: combined single limit \$1,000,000.
- (2) Workers Compensation & Employers Liability: each accident \$1,000,000, disease-each employee \$1,000,000, and disease-policy limit \$1,000,000.
- (3) Professional Liability: \$1,000,000 per occurrence with \$1,000,000 aggregate.

The Certificate(s) of Insurance shall provide that the District shall be provided thirty (30) days written notice of any cancellation or diminution of insurance coverage. The District and the District's agents and employees shall be added as additional insureds on a Primary & Non-Contributory basis to all coverages required above except those in (3) above. All policies written on behalf of RMS shall contain a waiver of subrogation in favor of the District and the District's agents and employees. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the District, and without rights of contribution or recovery against the District or from any such other insurance available to the District. RMS, and not the District, shall be responsible to pay the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of RMS.

All documents, whether in paper or electronic format, prepared pursuant to RMS's performance under this Agreement, shall become and remain the property of the District, unless otherwise agreed by the Parties in writing. RMS shall maintain all records of the District in accordance with the requirements of the Public Information Act, Ch. 552, Texas Government Code, and the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended, and all applicable rules, regulations, policies and record retention schedules adopted pursuant thereto with respect to the District's records. Upon termination of this Agreement, RMS shall relinquish and turn over to the District, without unnecessary delay, all records related to RMS's performance hereunder, including, without limitation, all reports, maps, store listings and correspondence.

B. NOTICE:

- (1) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been

deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to District or Firm at the addresses set forth below.

If mailed, any notice or communication shall be deemed to be received three days after the date of deposited in the United States mail.

Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

- a. If to Firm: Revenue Management Services
Ryan M. Fortner, President
1218 E Hunters Creekway Dr
Houston, Texas 77055
- b. If to District: The City of Simonton
35011 FM 1093
Simonton, Texas 77476

Either Party may designate a different address by giving the other party ten (10) days written notice.

- C. ASSIGNMENT: Neither Party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- D. ENTIRE AGREEMENT: This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.
- E. SEVERABILITY: If any provision or term of this Agreement is held to be invalid or unenforceable by final judgment or decree of a court of competent jurisdiction, the remaining provisions and terms hereof shall remain in force and effect and binding upon the Parties.
- F. PERSONNEL: RMS represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that RMS shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of District, to perform the Scope of Services when and as

required and without delays.

- G. PERMITS AND LICENCES: RMS represents to District that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.
- H. SEVERABILITY: If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.
- I. DOCUMENT OWNERSHIP: All documents, whether in paper or electronic format, prepared pursuant to RMS's performance under this Agreement, shall become and remain the property of the District, unless otherwise agreed by the Parties in writing. RMS will comply with the Texas Public Information Act and all applicable rules, regulations, policies and record retention schedules adopted pursuant thereto with the respect to the District's records. Upon termination of this Agreement, RMS shall relinquish and turn over to the District, without unnecessary delay, all records related to RMS' performance hereunder, including without limitation, all reports, maps, store listings and correspondence.
- J. HUMAN TRAFFICKING: BY ACCEPTANCE OF AGREEMENT, RMS ACKNOWLEDGES THAT THE DISTRICT IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO DISTRICT FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[EXECUTION PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have approved and signed or have caused their respective names, which may be signed in multiple counterparts, each of which shall be deemed and original, and to be effective on the date signed by the last Party hereto.

REVENUE MANAGEMENT SERVICES

By: _____
Ryan Fortner, President

Date: _____

THE CITY OF SIMONTON, TEXAS

By: _____

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$12,000.00 annually to accomplish and pay the obligation of Fort Bend County Assistance District No. 1 under this contract.

City Auditor

RESOLUTION NO. 2023-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, AUTHORIZING THE AWARD OF A PERSONAL SERVICES CONTRACT FOR SOCIAL MEDIA CONSULTING SERVICES FOR CITY OF SIMONTON SOCIAL MEDIA ACCOUNTS AND RELATED DIGITAL PLATFORMS.

WHEREAS, the City of Simonton (the “City”) desires to provide open and accessible information to the residents of the City and to promote the City through social media and related digital platforms (the “Services”);

WHEREAS, in order to assist City staff in providing the Services, the City desires to contract with the a social media consultant;

WHEREAS, the City Council of the City wishes to direct the Mayor or designee to execute the contract attached to this Resolution as “Exhibit A” with a social media consultant for the provision of the Services; and **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON:

SECTION 1. THAT Abbie Ferguson, be awarded a contract to provide personal services related to social media consulting, and that the Mayor or designee be authorized to execute such contract and any documents related to such contract.

SECTION 2. THAT any and all contracts or commitments made with the above-named service provider are dependent on the allocation of funds for such services and the successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON March 21, 2023.

FOR THE CITY OF SIMONTON:

LAURIE BOUDREAUX, MAYOR

ATTEST:

Erica Molina, City Secretary

EXHIBIT A: Personal Services Contract – Social Media Consulting Services

Abbie Ferguson
Social Media Coordinator

Bronze Package
(\$700.00/mo.)

- Posts for events on the City Hall Calendar
- Reposts of major news outlets of events/issues pertaining to our city and surrounding areas.
- Post pictures of local scenery
- Holiday Posts and days of remembrance.
- Respond in a timely manner for questions/concerns on posts from followers.
- Make reels or posts of city events that have occurred.
- Target 1 Reel per week, multiple stories per week, and 1-2 posts per week.

Silver Package
(\$800.00/mo.)

- All items from Bronze Package.
- Showcase local businesses and the services they provide.
- Informative Reels and posts for newer residents, i.e. Helpful Tips. Flood Wisdom (what do you need?), Animal Safety, How to be prepared.
- Target 1-2 Reels per week, multiple stories per week, 2-3 posts per week.

Gold package
(\$900.00/mo.)

- All items from Bronze and Silver Packages.
- Reels showing off our town's scenery.
- Creative weekly features i.e. Farm Friends Friday, Share your Produce Sunday, Throwback Thursday.
- Fun facts about the city and surrounding areas, "Did you know..."
- Target 2+ Reels per week, multiple stories per week, 3+ posts per week.

PERSONAL SERVICES CONTRACT – SOCIAL MEDIA CONSULTING

This Personal Services Contract (the “Contract”) is made by and between the City of Simonton, a State of Texas Type A General Law municipal corporation (the “City”), and Abbie Ferguson (the “Contractor”) (with each being a “Party”, and together, the “Parties”), and shall be in full force and effect on the date of execution by the authorized representatives of the Parties.

SECTION 1. Summary of the Services; Term.

The Contractor will furnish social media consulting services to the City according to the provisions of this Contract (the “Services”). The Contractor will furnish the Services to the City as more specifically described in “Exhibit A”. This Contract shall commence on March 22, 2023 and, unless terminated earlier, shall continue through September 31, 2023 (the “Term”).

SECTION 2. Services and Payment.

The Contractor will bill the City for the Services provided at intervals of at least thirty (30) days, except for the final billing. The City shall pay the Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code, with the cost of the Services more specifically described in “Exhibit B”.

SECTION 3. Termination for Convenience.

As long as it is not in default, either Party may terminate this Contract during the Term for its own convenience by giving written notice to the other Party. If the City terminated this Contract under this paragraph, then the City will pay the Contractor for the portion of the Services rendered in accordance with this Contract up to the date of termination.

SECTION 4. Termination for Default.

Either Party may terminate this Contract as provided in this paragraph if the other Party is in default to any term of this Contract. The Party alleging the default will give the other Party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting Party must take to cure the default. If the Party in default fails to cure the default as specified in the notice within thirty (30) days, then the Party giving the notice of the default may terminate this Contract by written notice to the other Party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either Party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either Party.

SECTION 5. Multi-Year Contracts and Funding.

If this Contract extends beyond the City’s fiscal year in which it becomes effective, or provides for the City to make any payment during any of the City’s fiscal years following the City’s fiscal year in which this Contract becomes effective, and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, and there are no funds from the City’s sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first (1st) day of the City’s successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under this Contract.

SECTION 6. Liability and Indemnity.

TO THE EXTENT ALLOWED BY LAW, ANY PROVISION OF ANY ATTACHED DOCUMENT THAT IS MADE A PART OF THIS CONTRACT THAT LIMITS THE CONTRACTOR'S LIABILITY TO THE CITY OR RELEASES THE CONTRACTOR FROM LIABILITY TO THE CITY FOR ACTUAL OR COMPENSATORY DAMAGES, LOSS, OR COSTS ARISING FROM THE PERFORMANCE OF THIS CONTRACT, OR THAT PROVIDES FOR CONTRACTUAL INDEMNITY OF EITHER PARTY, IS NOT APPLICABLE OR EFFECTIVE UNDER THIS CONTRACT. EXCEPT WHERE ANY ATTACHED DOCUMENT THAT IS MADE A PART OF THIS CONTRACT PROVIDED BY THE CITY PROVIDES OTHERWISE, EACH PARTY IS RESPONSIBLE FOR DEFENDING AGAINST, AND LIABLE FOR, PAYING ANY CLAIM, SUIT, OR JUDGMENT FOR DAMAGES, LOSS, OR COSTS ARISING FROM THAT PARTY'S NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT IN ACCORDANCE WITH APPLICABLE LAW. THIS PROVISION DOES NOT AFFECT THE RIGHT OF EITHER PARTY WHO IS SUED BY A THIRD PARTY OF ACTS OR OMISSIONS ARISING FROM THIS CONTRACT TO BRING IN THE OTHER PARTY AS A THIRD-PARTY DEFENDANT AS ALLOWED BY LAW.

SECTION 7. Assignment.

The Contractor shall not assign this Contract without the prior written consent of the City.

SECTION 8. Law Governing and Venue.

This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in, or having jurisdiction in, Fort Bend County, Texas.

SECTION 9. Entire Contract.

This Contract represents the entire Contract between the Parties and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by the Parties.

SECTION 10. Independent Contractor.

The Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or the Contractor's officers or employees in the means, methods, or details of the Services. The Parties agree that the work performed under this Contract is not inherently dangerous, that the Contractor will perform the work in a workmanlike manner, and that the Contractor will take proper care and precautions to ensure the safety of the Contractor's officers and employees.

SECTION 11. Dispute Resolution Procedures.

The Parties desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either Party disputes any matter relating to this Contract, then the Parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the Parties. The Parties will each pay one-half (1/2) of the mediator's fees.

SECTION 12. Attorney's Fees.

Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, then the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.

SECTION 13. Severability.

If a court finds or rules that any part of this Contract is invalid or unlawful, then the remainder of this Contract continues to be binding on the Parties.

SECTION 14. Work Product; Confidentiality.

Any work product generated as a result of this Contract shall be the property of the City. The Contractor shall, to the extent allowed under the Texas Public Information Act, keep all work and City-related information associated with this Contract confidential.

SECTION 15. Special Terms or Conditions.

A. *State Disclosure Requirements.* As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least one million dollars (\$1,000,000), then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

B. *Other State Requirements.* The Contractor hereby certifies that it, its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Chapter 2264 (undocumented workers), Chapter 2270 (boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association).

SIGNATURES

For: THE CITY

For: THE CONTRACTOR

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Title

Date

Title

Date

Sd

EXHIBIT A – SCOPE OF SERVICES

5d

Abbie Ferguson
Social Media Coordinator

Bronze Package
(\$700.00/mo.)

- Posts for events on the City Hall Calendar
- Reposts of major news outlets of events/issues pertaining to our city and surrounding areas.
- Post pictures of local scenery
- Holiday Posts and days of remembrance.
- Respond in a timely manner for questions/concerns on posts from followers.
- Make reels or posts of city events that have occurred.
- Target 1 Reel per week, multiple stories per week, and 1-2 posts per week.

Silver Package
(\$800.00/mo.)

- All items from Bronze Package.
- Showcase local businesses and the services they provide.
- Informative Reels and posts for newer residents, i.e. Helpful Tips. Flood Wisdom (what do you need?), Animal Safety, How to be prepared.
- Target 1-2 Reels per week, multiple stories per week, 2-3 posts per week.

Gold package
(\$900.00/mo.)

- All items from Bronze and Silver Packages.
- Reels showing off our town's scenery.
- Creative weekly features i.e. Farm Friends Friday, Share your Produce Sunday, Throwback Thursday.
- Fun facts about the city and surrounding areas, "Did you know..."
- Target 2+ Reels per week, multiple stories per week, 3+ posts per week.

RESOLUTION NO. 2023-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, ACCEPTING AND APPROVING A PETITION OF THE RESIDENTS OF THE VALLEY LODGE NEIGHBORHOOD TO INSTALL SIGNAGE PROHIBITING THE OVERNIGHT PARKING OF COMMERCIAL VEHICLES AND TO PROVIDE FOR THE PURCHASE AND INSTALLATION OF SUCH SIGNAGE.

WHEREAS, the City of Simonton (the “City”) received a petition from residents of the Valley Lodge Neighborhood regarding the installation of signage to prohibit the overnight parking of commercial vehicles (the “Petition”); and,

WHEREAS, after reviewing the Petition, City staff found that the Petition is in conformance with Texas Transportation Code §545.307 (the “State Law”); and,

WHEREAS, the City Council of the City wishes to direct the Mayor or designee to provide for the purchase and installation of the signage contemplated in the Petition in accordance with the State Law; and **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON:

SECTION 1. THAT the Recitals to this Resolution are hereby incorporated into this Resolution for all intents and purposes.

SECTION 2. THAT the petition (the “Petition”) from residents of the Valley Lodge Neighborhood (the “Neighborhood”) regarding the installation of signage to prohibit the overnight parking of commercial vehicles (the “Signage”) be accepted by the City of Simonton and be kept on file in the office of the City Secretary.

SECTION 3. THAT the Mayor, or designee, purchase and install the Signage for the Neighborhood in accordance with all applicable laws, and that the City of Simonton be responsible for all costs associated with the purchase and installation of the Signage.

PASSED AND APPROVED ON March 21, 2023.

FOR THE CITY OF SIMONTON:

LAURIE BOUDREAUX, MAYOR

ATTEST:

Erica Molina, City Secretary

Meeting Management Software

Mayor and Council,

After reviewing last several years of meetings and minutes, and noting some need for improvement, I reached out to the Texas Municipal Clerks Association to see what is being used in other small and large cities.

I was able to secure meetings with the 2 recommended companies below. Please feel free to click the links (or copy and paste) to find out more.

As the city grows, I feel like this may be a great way to ensure efficiency and consistency.

Thank you,

Erica

Civic Clerk

<https://share.vidyard.com/watch/G7MR88pHSidFW2friZTMvJ>

Will have pricing hopefully by Monday morning.

Granicus

<https://granicus.com/government/local/>

Will have pricing hopefully by Monday afternoon