



CITY OF STAFFORD

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

AGENDA

REGULAR CITY COUNCIL MEETING

Wednesday, May 6, 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), and Section 551.074 (1), to deliberate the duties of a public officer or employee, to wit: Assistant City Secretary.

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.-i.). 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 March 31, 2026.
 - (b) Public Comments on item (a).
 - (c) Possible Consideration of appropriate action on items (i.-i.).
7. Proclamation – Asian American and Pacific Islander Month.
8. Introduction and Welcome – New Stafford Municipal School District (SMSD) Superintendent Dr. Adam Stephens. (Rosas)

COUNCILMEMBERS
WILLIAM BOSTIC JR
ALICE CHEN
XAVIER HERRERA

MAYOR
KEN MATHEW

COUNCILMEMBERS
TIM WOOD
VIRGINIA ROSAS
WEN GUERRA

9. (a) Discussion regarding filling a vacancy on the Planning and Zoning Commission.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 10. (a) Discussion regarding request from the Director of Public Works/Development Services to purchase a bucket truck.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 11. Update from City Attorney regarding revisions to the mobile food truck ordinances. (Rosas)
 12. (a) Discussion and Direction regarding the Hire Stafford First Policy.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 13. (a) Discussion and Direction regarding amendments to the Purchasing Policy.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 14. (a) Discussion regarding request from the Chief of Police to purchase equipment for the Police Communications Center upgrade.
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 15. (a) Discussion regarding Interlocal Agreements with the Stafford Municipal School District (SMSD). (Rosas)
(b) Public Comments on item (a).
(c) Possible Consideration of appropriate action on item (a).
 16. (a) Approval of Minutes from the April 1, 2026 Regular City Council Meeting.
(b) Approval of Minutes from the April 15, 2026 Regular City Council Meeting.
(c) Public Comments on items (a)-(b).
(d) Possible Consideration of appropriate action on items (a)-(b).
-

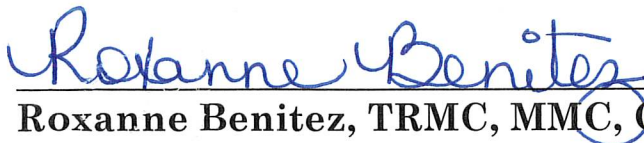
17. Council Reports: The Mayor and Council may make announcements of community interest on the following items:

- (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.

18. Council Member requests for future agenda items.

19. Adjournment.

I CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA WAS POSTED ON THE BULLETIN BOARD OF THE STAFFORD CITY HALL ON APRIL 29, 2026.

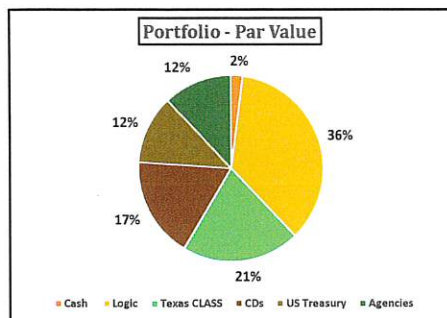


Roxanne Benitez, TRMC, MMC, CPM, CMCC
City Secretary

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 MARCH, 2026**



Portfolio	Weighted Average Maturity	Weighted Average Yield	Par Value	Book Value	Market Value
Cash	1	2.58	1,047,663	1,047,663	1,047,663
Logic	1	3.79	17,933,364	17,933,364	17,933,364
Texas CLASS	1	3.78	10,381,581	10,381,581	10,381,581
CDs	542	3.92	8,741,000	8,741,000	8,729,934
US Treasury	645	4.13	6,000,000	5,997,965	6,003,100
Agencies	698	3.95	6,000,000	6,000,000	5,985,050
Total	256	3.84	50,103,608	50,101,573	50,080,692

Total Weighted Average Maturity in Days 256
Total Weighted Average Yield to Maturity 3.84
Longest Maturity of Open Investment in Days 733

Benchmark Yield	
3 month T Bill	3.59%
6 month T Bill	3.58%

Investment Activity during the month:

	Book	Market
Beginning Total Portfolio Value	50,270,267	50,277,367
CDs Purchased	984,000	984,000
CDs Matured	-	-
Agencies Purchased	1,000,000	1,000,000
Agencies Matured/called in	-	-
Treasury Purchased	-	-
Net Change in Pool (LOGIC)	(1,834,723)	(1,834,723)
Net Change in Pool (Texas CLASS)	33,239	33,239
Change in Market Value		(27,981)
Net Change in Cash	(350,907)	(350,907)
Amortization - Treasury Bills	(304)	(304)
Accrued Interest Receivable	169,053	
Ending Total Portfolio Value with Accrued Interest	50,270,626	50,080,692

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

Prepared By:

Alka Shah, Chief Financial Officer

Ken Mathew, Mayor

**CITY OF STAFFORD
CD, TREASURY BILL & AGENCY DETAIL
FOR THE PERIOD ENDING MARCH, 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	3133ERBV9	05/15/24	05/15/26	730	100.00	4.88	500,000	500,000	501,030	500,000	500,635
FHLB	Hiltop Sec.	500,000	3130B3S53	11/19/24	11/19/26	730	100.00	4.25	500,000	500,000	501,935	500,000	501,280
FHLB	PHN Financial	500,000	3130B4GP0	01/08/25	01/08/27	730	100.00	4.38	500,000	500,000	499,775	500,000	499,145
FHLB	Hiltop Sec.	500,000	3130B6LA2	06/09/25	06/09/27	730	100.00	4.18	500,000	500,000	500,420	500,000	499,985
FPCB	Hiltop Sec.	500,000	3133ET3S4	12/09/25	12/09/27	730	100.00	3.73	500,000	500,000	500,075	500,000	498,285
FPCB	Hiltop Sec.	500,000	3133EWY4	02/11/26	02/11/28	730	100.00	3.57	500,000	500,000	499,365	500,000	497,715
FHLB	PHN Financial	500,000	3130B9KF6	02/25/26	02/11/28	716	100.00	3.75	500,000	500,000	499,980	500,000	497,145
FHLB	Multi Bank	500,000	3130B9FL8	02/25/26	02/25/28	730	100.00	3.75	500,000	500,000	500,000	500,000	498,005
FNMA	Multi Bank	500,000	3136GCNQ4	02/25/26	02/25/28	730	100.00	3.65	500,000	500,000	499,970	500,000	497,405
FAMCA	Multi Bank	500,000	3142BJBY2	02/26/26	08/26/27	546	100.00	3.63	500,000	500,000	499,990	500,000	498,085
FHLB	PHN Financial	500,000	3130B9TN0	03/09/26	09/01/27	541	100.00	3.80	500,000	-	-	500,000	499,550
FHLB	PHN Financial	500,000	3130B9RJ1	03/09/26	03/09/28	731	100.00	3.80	500,000	-	-	500,000	497,815
Total Agencies		6,000,000			WAM:	698	WAY:	3.95	6,000,000	5,000,000	5,002,540	6,000,000	5,985,050
UST	Hiltop Sec.	2,000,000	91282CKS9	10/30/24	05/31/26	578	101.04	4.88	2,022,500	2,003,553	2,005,440	2,002,360	2,003,300
UST	Hiltop Sec.	4,000,000	91282CLHZ	10/22/24	06/31/26	678	99.16	3.75	3,980,625	3,994,716	4,001,520	3,995,597	3,999,800
Total Treasury Bills		6,000,000			WAM:	648	WAY:	4.13	6,003,125	5,998,269	6,006,960	5,997,965	6,003,100
CD	FIRST FINANCIAL	248,000	32021MGH6	06/11/24	06/11/26	730	100	4.90	248,000	248,000	248,853	248,000	248,562
CD	SAN FRANCISCO	230,000	79772PAJ5	11/27/24	11/27/26	730	100	4.25	230,000	230,000	230,876	230,000	230,499
CD	AMERICAN EXPRESS	244,000	02589AGH9	02/12/25	02/12/27	730	100	4.20	244,000	244,000	241,537	244,000	242,945
CD	GOLDMAN SACHS	244,000	38150VR43	03/11/25	03/11/27	730	100	4.30	244,000	244,000	245,203	244,000	241,582
CD	UBS	231,000	90355GVH6	04/23/25	04/23/27	730	100	3.95	231,000	231,000	231,336	231,000	231,471
CD	BMW BANK OF NORTH AMERICA	231,000	05612LEN8	04/25/25	04/25/27	731	100	3.95	231,000	231,000	231,347	231,000	231,412
CD	SOUTHPOINT	249,000	84464PCD7	04/29/25	04/29/27	730	100	4.00	249,000	249,000	249,535	249,000	249,624
CD	MY COMMUNITY	240,000	62848NAE5	04/30/25	04/30/26	365	100	4.00	240,000	240,000	240,103	240,000	240,058
CD	WESTERN ALLIANCE	245,000	95763FPX3	04/30/25	10/30/26	548	100	4.00	245,000	245,000	245,485	245,000	245,114
CD	UNITED FIDELITY	245,000	910286JH7	05/23/25	08/24/26	458	100	4.20	245,000	245,000	245,539	245,000	245,305
CD	STEARNS BANK NA	245,000	857894ZJ7	05/23/25	07/23/26	426	100	4.10	245,000	245,000	245,348	245,000	245,138
CD	BANK OF NEW YORK	235,000	06405VJK6	06/17/25	06/17/26	365	100	4.30	235,000	235,000	235,309	235,000	235,181
CD	MAPLEMARK	235,000	565402BA1	06/17/25	06/17/26	365	100	4.30	235,000	235,000	235,309	235,000	235,181
CD	BANK OF CHINA/NEW YORK	235,000	06428F6M4	06/18/25	06/08/26	355	100	4.30	235,000	235,000	235,285	235,000	235,161
CD	ENTERPRISE	235,000	29367SMH4	06/18/25	06/18/26	365	100	4.30	235,000	235,000	235,312	235,000	235,184
CD	FIRST COMMUNITY	235,000	31987FCX4	06/20/25	06/18/26	363	100	4.30	235,000	235,000	235,395	235,000	235,251
CD	ASSOCIATED BANK	245,000	045491YQ4	11/26/25	05/26/26	181	100	3.80	245,000	245,000	245,032	245,000	245,016
CD	EVER BANK	245,000	29978MGT9	11/28/25	06/02/26	186	100	3.80	245,000	245,000	245,009	245,000	244,975
CD	PARKE BANK	245,000	700886GN8	11/28/25	05/29/26	182	100	3.80	245,000	245,000	245,021	245,000	245,017
CD	MORGAN STANLEY	245,000	61778ELE9	12/24/25	12/27/27	733	100	3.70	245,000	245,000	243,973	245,000	244,512
CD	MORGAN STANLEY PRIVATE BANK	245,000	61776NL27	12/24/25	12/27/27	733	100	3.70	245,000	245,000	244,282	245,000	244,507
CD	SAPRA NATIONAL	241,000	78658RSH5	01/07/26	01/06/27	364	100	3.55	241,000	241,000	239,025	241,000	240,083
CD	GRAND BANK	249,000	38522ACG9	01/08/26	07/08/27	546	100	3.55	249,000	249,000	248,136	249,000	248,054
CD	WESTERN ALLIANCE	245,000	95763PA43	01/15/26	07/15/26	181	100	3.60	245,000	245,000	244,865	245,000	244,772
CD	CUSTOMERS BANK	245,000	23204HRC4	01/15/26	01/18/28	733	100	3.60	245,000	245,000	243,040	245,000	244,202
CD	FIRST HORIZON	243,000	337158CY3	01/15/26	10/15/26	273	100	3.60	243,000	243,000	242,744	243,000	242,490
CD	BANK OF AMERICA	245,000	06051XZ54	01/21/26	01/21/28	730	100	3.65	245,000	245,000	244,088	245,000	243,949
CD	CITY NATIONAL	245,000	178180HD0	01/23/26	01/24/28	731	100	3.65	245,000	245,000	244,052	245,000	244,414
CD	BANK OF OLD MONROE	249,000	064236CX8	01/23/26	01/21/28	728	100	3.80	249,000	249,000	248,649	249,000	248,770
CD	TEXAS EXCHANGE	249,000	88241TXE5	01/23/26	07/26/27	549	100	3.60	249,000	249,000	248,455	249,000	248,079
CD	FIRST BANK OF RICHMOND	245,000	319267NY2	02/18/26	02/18/28	730	100	3.80	245,000	245,000	245,000	245,000	243,920
CD	FIRST WESTERN TRUST	249,000	337504BQ6	02/27/26	11/27/26	273	100	3.70	249,000	249,000	248,926	249,000	248,540
CD	PINNACLE BANK	245,000	72345SMC2	03/04/26	03/06/28	733	100	3.85	245,000	-	-	245,000	244,059
CD	GREENFIELD	249,000	394837AB4	03/05/26	03/06/28	732	100	3.80	249,000	-	-	249,000	248,170
CD	INTRACOSTAL	245,000	46117YAS7	03/13/26	03/13/28	731	100	3.75	245,000	-	-	245,000	243,969
CD	CITI BANK	245,000	17290GM87	03/17/26	03/17/28	731	100	3.75	245,000	-	-	245,000	244,758
Total CDs		8,741,000			WAM:	542	WAY:	3.92	8,741,000	7,757,000	7,752,869	8,741,000	8,729,934

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

Investment by Funds	Cash	Logic	Texas CLASS	Treasury	Agencies	CDs	Total	Interest Income
General Operating	209,784	11,183,016		1,997,798		1,695,000	15,085,599	286,763
General Non Operating	(1,055,061)						(1,055,061)	5,159
Employee Benefits	184,172						184,172	2,424
Restricted-Willow Water Hole	812	202,633					203,445	4,016
Restricted-Street Light Part	2,435	27,291					29,726	589
Restricted-Optoid	5,104	46,124					51,228	1,016
Judicial Efficiency	9,843	26,372					36,215	699
Court Security	24,848	115,515					140,364	3,003
Local Truancy Prevention	15,643	138,794					154,437	2,892
Municipal Jury	722						722	11
Narcotic Seizure-Federal	4,433	99,404					103,837	3,265
Narcotic Seizure-State	1,687	33,413					35,100	686
Child Safety Fees	168,422	16,662					185,084	1,727
Special Revenue - PD	86	20,348					20,434	403
Hotel Occupancy	245,645	1,195,602	4,152,632	2,002,368	500,000	1,932,000	10,028,248	187,963
Debt Service	210,711	60,365					271,076	6,057
Capital Project	69,722	1,421,244					1,490,966	55,217
Local Street Assessments	2,106						2,106	44
SEDC General	481,922	2,112,552	1,842,228	1,997,798	4,000,000	2,914,000	13,348,500	238,703
SEDC Debt Service	460,385	1,097,060					1,557,446	21,667
SEDC Capital Projects	4,242	136,968	4,386,720		1,500,000	2,200,000	8,227,930	179,976
Total Investments by Fund	1,047,663	17,933,364	10,381,581	5,997,965	6,000,000	8,741,000	50,101,573	1,002,283

From: [Virginia Rosas](#)
To: [Roxanne Benitez](#); [Ken Mathew](#); [Hamirani, Ash](#)
Subject: Agenda - May 6, 2026
Date: Friday, April 24, 2026 1:14:17 PM
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Madam City Secretary:

I am requesting the following item be placed on the City Council Agenda of May 6, 2026:

Introduction and welcoming of Stafford MSD Superintendent Dr. Adam Stephens.

Respectfully submitted,
Virginia Rosas

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Virginia Rosas

Councilmember
City Council
VRosas@staffordtx.gov
Phone: (281) 261-3900

www.staffordtx.gov



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CITY OF STAFFORD

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APPLICATION FOR CITY BOARDS, COMMISSIONS, & COMMITTEES

Thank you for your interest in serving and volunteering your time to the City of Stafford. Please fill out the application, in its entirety, including an updated resume, and submit to the Administration Department located at Stafford City Hall, 2610 S. Main Street Stafford, TX 77477 or email to citysecretary@staffordtx.gov. You will be contacted, before any action is taken by the City Council, to confirm your continued interest in serving. Appointments are made by the Mayor and/or City Council. A member who has several absences may be removed from service.

Please type or print clearly:

Name: Herman Alvarado Home Phone: _____
Address: 9726 MACKWORTH DR. Cell Phone: 346-857-9186
City, State, & Zip Code: Stafford TX. 77477 Occupation: Management
Email: [REDACTED] I have lived in Stafford for 10+ years.

Professional and/or Community Activities relating to your desired appointment(s): _____

N/A

Additional Pertinent Information & References: 1.Planning & Zoning 2.Fourth of July Committee

Karl Conoly 713-446-8913

Larry Hayden 281-650-3113

If you are interested in serving on more than one Board, Commission, and/or Committee, please indicate order of preference (1,2,3, etc.).

Boards and Commissions

- ☒ Planning & Zoning Commission
- ☐ Economic Development Board
- ☐ Charter Review Commission
- ☐ Zoning Board of Adjustment

Committees

- ☒ Fourth of July Committee
- ☐ Parks Committee
- ☐ Juneteenth Committee
- ☐ Drainage, Flood Mitigation, and Subsidence Committee
- ☐ Asian American Heritage Month Celebration Committee

My signature below confirms that I am interested in serving on the Boards, Commissions, and/or Committees indicated and the information listed is true and correct.

[Signature]
Signature of Applicant

04/01/2026

Date

Please note that, per state law, applications will be kept on file in the City Secretary's office for a period of two (2) years and are available to the public.

Herman Alvarado

Stafford, TX | 346-857-9186 | [REDACTED]

Professional Summary

Results-driven logistics and distribution leader with 19+ years of experience in supply chain operations and over 7 years in management. Expertise in optimizing warehouse performance, reducing costs, improving safety compliance, and leading high-performing teams. Bilingual in English and Spanish.

Core Competencies

Warehouse Operations	Inventory Management	Team Leadership
Logistics Coordination	Safety Compliance	Process Improvement
Forklift Certified	Class B License	Bilingual (EN/ES)

Professional Experience

Century AC Supply — Assistant Manager, Central Distribution Center

July 2006 – Present | Houston, TX

- Oversee daily warehouse operations supporting distribution across the Greater Houston area
- Manage inventory control including receiving, storage, and order fulfillment
- Implement process improvements to reduce operational costs and increase efficiency
- Conduct safety training and enforce OSHA compliance standards
- Maintain relationships with vendors, branch managers, and logistics partners

RCMI – Willow Creek Apartments — Maintenance Technician

July 2002 – June 2006 | Houston, TX

- Completed maintenance work orders and prepared units for occupancy
- Performed HVAC, plumbing, electrical, and appliance repairs
- Ensured high-quality service and resident satisfaction

Opulent Mortgage — Loan Officer

January 2001 – July 2002 | Houston, TX

- Generated new business through outreach and marketing
- Advised clients on loan products and credit improvement strategies

Education

Bachelor of Business Management — Belhaven University (2018)
High School Diploma — Continental Academy (2004)

DIVIDER PAGE



CITY OF STAFFORD

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APPLICATION FOR CITY BOARDS, COMMISSIONS, & COMMITTEES

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Please type or print clearly:

Name: Shameer Baloch Home Phone: _____
Address: 12107 Laurel Court Cell Phone: (832)265-4750
City, State, & Zip Code: Stafford, Texas, 77477 Occupation: Realtor
Email: [REDACTED] I have lived in Stafford for 22 years.

Professional and/or Community Activities relating to your desired appointment(s): _____

I am active and build relationships with business entrepreneurs in the commercial estate industry such as builders, developers,

real estate investment companies. I also do residential, which has given me insight of different neighborhoods around Greater Houston Area.

Additional Pertinent Information & References: Real Estate Planning, Mediation,
Proactive with Private Equities.

Williams Bostic

If you are interested in serving on more than one Board, Commission, and/or Committee, please indicate order of preference (1,2,3, etc.).

Boards and Commissions

- ☒ (1) Planning & Zoning Commission
- ☐ () Economic Development Board
- ☐ () Charter Review Commission
- ☐ () Zoning Board of Adjustment

Committees

- ☐ () Fourth of July Committee
- ☐ () Parks Committee
- ☐ () Juneteenth Committee
- ☐ () Drainage, Flood Mitigation, and Subsidence Committee
- ☐ () Asian American Heritage Month Celebration Committee

My signature below confirms that I am interested in serving on the Boards, Commissions, and/or Committees indicated and the information listed is true and correct.

Shameer Baloch
Signature of Applicant

02/25/2026

Date

Please note that, per state law, applications will be kept on file in the City Secretary's office for a period of two (2) years and are available to the public.

SHAMEER BALOCH

+1 (832) 265-4750

12107 Laurel Court, Stafford, Texas, 77477

www.linkedin.com/in/shameerbaloch

OBJECTIVE:

Results-driven professional with a comprehensive background in supply chain management and project leadership. Proactive Realtor who seeks to be part of the Zoning & Planning Committee in Stafford, Texas by making sound decisions with my fellow commissioners. I Envision of making Stafford, Texas a great place for the community. As a member of the community, who has lived in Stafford, Texas for 22 years and attended Stafford Middle School 03-05, with my background and network in the real estate industry I hope to bring a vision to make Stafford a better place!

EXPERIENCE:

Realtor [COMMERCIAL/RESIDENTIAL], May 2024-present

Keller Williams Houston Central [The Alam Group Team]- Houston, Texas



- Established impactful industry relationships with real estate owners, investors, and equity firms.
- Financially structuring and underwriting deals of high-value assets including Retail Centers, Gas Station/Truck Stops, Multi-Family Medical Facilities.
- Strategize and brainstorming with developers, builders, and community landowners with best use of the land doing a Land Feasibility Analysis
- Easing emotional sell/purchase decisions for homeowners with data driven value and market analysis, Net Value Sheet, buyer DTI financial capabilities

Senior Associate/ Supervisor, May 2022-February 2024

Street Capital Equity Firm- Houston, Texas

- Established impactful industry relationships with real estate owners, investors, and equity firms.
- Orchestrated successful sales of diverse commercial real estate
- Meticulously collected property data, scheduled negotiations, and demonstrated exceptional negotiation skills.
- Crafted precise Letters of Intent (LOI) and Purchase and Sale Agreements (PSA), ensuring optimal deal structures.
- Collaborated seamlessly with co-brokers, enhancing negotiation outcomes and achieving mutual success.
- Developed insightful property comps and condition reports, contributing to strategic decision-making processes.

Licensed Realtor, Oct 2021-May 2022

Grade A Realty- Houston, Texas

- Executed strategic branding and marketing initiatives to attract buyers and sellers interested in residential properties within the broader Houston area, spanning both new constructions and existing single-family homes.
- Verified buyer financing qualifications, meticulously created property comps, and aligned criteria to cater to specific buyer needs.
- Proficiently handled the creation of contracts, addendums, and negotiations on behalf of both buyers and sellers.

Buyer, Feb 2019- Oct 2021

Quva Pharma- Sugar Land, Texas

- Oversaw the generation and maintenance of supplier contact information reports, ensuring daily updates for accuracy.
- Utilized SAP for seamless creation of purchase orders (POs), vendor information updates, and daily report generation.
- Participated in daily meetings with Managers, Suppliers, and Procurement team leads to address bottlenecks and collaboratively devise solutions for Purchase to Pay challenges.
- Adapted to changing material, supplies, and service costs, consistently ensuring adherence to best cost practices. Regularly verified the procurement of the lowest-cost materials, supplies, and services on a weekly basis.

Area Operations Manager, Nov 2017 – Feb 2019

Amazon – Irving, TX



- Effectively led and developed a dedicated team of Amazon Associates in a 10,000 sq. ft distribution warehouse, overseeing daily order fill rates and implementing strategic plans for efficient logistical operations, including inventory management, shipping, and transportation.
- Embracing a servant leadership approach, consistently motivated, mentored, and coached the team to ensure the necessary tools for success, achieving daily quota objectives.
- Actively engaged with and addressed the team during shifts, emphasizing high standards of safety, quality, task assignments, attendance, and overall performance and engagement.
- Demonstrated strategic foresight by forecasting demand for 100k-150k packages and managing a headcount ranging from 26 to 300 to optimize operational costs.
- Managed Inbound and Assembly Operations, utilizing Supply Chain Modules to monitor the smooth flow of 300-20k packages per hour.

CORPORATE INTERNSHIPS:**Project Manager, Aug 2017 – Dec 2017**

Halliburton Case Competition (SCM Strategic Sourcing)

- Worked alongside a team of four to analyze spending using data provided by Halliburton, assessing the expenses associated with the setup of a new manufacturing facility in West Africa for Hydrochloric Acid (HCA).
- Employed advanced filtering functions and Pivot tables to streamline approximately 27,000 lines of supplier performance data, creating a Supplier Performance Index to evaluate suppliers based on their logistics and pricing of HCA.

Project Coordinator, Jan 2015 – May 2015

FMC Technologies Case Competition (SCM Strategic Sourcing)

- Managed a team of four students as the Project Manager, overseeing the evaluation and interpretation of FMC supplier management data. The goal was to optimize the delivery of essential subsea tree manufacturing components, considering lead time, supplier performance index, and adherence to Angola's import compliance regulations.

EDUCATION:**Bachelor of Science in Supply Chain Management, Dec 2015**

University of Houston [Bauer College of Business]



C. T. Bauer College of Business
UNIVERSITY OF HOUSTON

DIVIDER PAGE



CITY OF STAFFORD

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

**PLEASE NOTE THAT
APPLICANT
CURRENTLY LIVES IN
MISSOURI CITY.**

APPLICATION FOR CITY BOARDS, COMMISSIONS, & COMMITTEES

Thank you for your interest in serving and volunteering your time to the City of Stafford. Please fill out the application, in its entirety, including an updated resume, and submit to the Administration Department located at Stafford City Hall, 2610 S. Main Street Stafford, TX 77477 or email to citysecretary@staffordtx.gov. You will be contacted, before any action is taken by the City Council, to confirm your continued interest in serving. Appointments are made by the Mayor and/or City Council. A member who has several absences may be removed from service.

Please type or print clearly:

Name: Gethorio Davidson

Home Phone: _____

Address: _____

Cell Phone: _____

City, State, & Zip Code: _____

Occupation: Project Manager

Email: _____ I have lived in Stafford for _____ years.

Professional and/or Community Activities relating to your desired appointment(s): _____

NFBPA, Alpha Phi Alpha, Urban League, SW Project Management

Additional Pertinent Information & References: _____

Marion Thomas, 832-846-2561, Michael Shipley 314-495-4038

Nathan Sykes

If you are interested in serving on more than one Board, Commission, and/or Committee, please indicate order of preference (1,2,3, etc.).

Boards and Commissions

- (1) Planning & Zoning Commission
- (2) Economic Development Board
- (5) Charter Review Commission
- (6) Zoning Board of Adjustment

Committees

- ☐ Fourth of July Committee
- ☐ Parks Committee
- (4) Juneteenth Committee
- (3) Drainage, Flood Mitigation,
and Subsidence Committee
- ☐ Asian American Heritage Month
Celebration Committee

My signature below confirms that I am interested in serving on the Boards, Commissions, and/or Committees indicated and the information listed is true and correct.

Gethorio Davidson

Signature of Applicant

_____ Date

Please note that, per state law, applications will be kept on file in the City Secretary's office for a period of two (2) years and are available to the public.

GETHORIO DAVIDSON

(636) 248 8049

LANGUAGES

- English: Fluent
- Dutch: Fluent
- Papiamento: Fluent
- Spanish: Conversational

CORE COMPETENCIES

- Strategic Program Development
- Federal Grant Administration
- Community Engagement & Outreach
- Budget & Financial Management
- HUD Program Management
- Stakeholder Coordination
- Disaster Recovery & Resilience
- Housing & Infrastructure Projects
- Urban Planning & Policy
- Public Hearings & Presentations
- Team Leadership & Mentorship
- Contract Management

EDUCATION

Executive MPA (EMPA)
Texas Southern University

BS, Criminology & Criminal Justice
Univ. of Missouri St. Louis

CERTIFICATIONS

Google Associate Cloud Engineer
Agile Project Management

COMMUNITY DEVELOPMENT LEADER

Results driven public service leader with a proven record of transforming communities through strategic program execution, federal grant administration, and stakeholder engagement. Combines Fortune 500 business acumen with dedicated public sector experience to manage multimillion dollar initiatives, build resilient infrastructure, and foster equitable community growth.

CAREER IMPACT

\$700K+ GRANTS SECURED	100% M/WBE/DBE COMPLIANCE	8 INFRASTRUCTURE PROJECTS	22,000+ RESIDENTS SERVED
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PROFESSIONAL EXPERIENCE

Assistant to City Administrator & Project Manager *City of Dickinson, Texas*

- Secured and managed over \$700K in federal grants with complete lifecycle oversight from application through compliance reporting
- Led 8 concurrent infrastructure projects including drainage and sidewalk improvements serving 22,000+ residents
- Achieved 100% M/WBE/DBE compliance across all projects, championing economic opportunity for diverse businesses

Strategic Sourcing Lead & Capital Procurement PM *SLB (Schlumberger)*

- Managed \$25M+ capital portfolio, delivering 40% hard dollar cost savings through strategic sourcing and negotiation
- Trained and mentored 50+ employees on procurement best practices, enhancing departmental performance
- Championed safety initiative reducing workplace incidents by 28%
- Reduced PO cycle time by 30% as SAP Super User

COMMUNITY LEADERSHIP

- Vice President, NFBPA Houston Chapter
- Project Manager, Katy Houston PMI Chapter
- Member, Toastmasters International



City of Stafford

Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
Additonal funding for the purchase of a bucket truck to go with the \$150,000 that is left over from the oil dispenser project.

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

Agenda Date:	05-06-2026	Requested By:	Public Works
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Department:	Public Works	Department Head Approval:	
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Budget	
Budget Line Item	101-512-570.00
Expenditure Required	\$ 187,200.00
Current Budget	\$0
Additional Funding	\$37,200
Funding Source	Fund Balance

Finance Approval:	<i>Akash Shah</i>	Date:	4/24/2026
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Mayor's Comments

CFO' Comment:
Requesting approval to transfer \$150,000 from the Vehicle Maintenance division to the Street division. The remaining \$37,200 will be funded from the fund balance.

Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	<i>Ken Mader</i>
Date:		Date:	4/28/26
Rejected by Mayor for Inclusion on Agenda		Date:	



Public Works and Development Services

Memo

Date: April 17, 2026

To: Mayor Mathew and City Councilmembers

From: Christopher Riggs
Director of Public Works and Development

Re: Bucket Truck Purchase

I am requesting approval to purchase a replacement bucket truck for the Public Works Streets Department. A significant savings was accomplished on the Oil Dispenser System project and I would like to take those savings and apply them to the purchase of the bucket truck. The quote for the bucket truck is \$187,200 and the savings from the Oil Dispenser project is \$150,000, requiring an additional \$37,200 to be added to the current 2025-26 Capital budget. This is a vital piece of equipment and the current unit is inoperable and unsafe. The cost to repair the existing unit is not a viable option.

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

**45' WORKING HEIGHT -
ARTICULATED/TELESCOPIC - INSULATED**

ETC 40 IH BUCKET TRUCK

LIFETIME EXCELLENCE



Standard Features:

- ✓ Articulating telescopic aerial lift that meets or exceeds ANSI A92.2
- ✓ Insulated boom meets ANSI A92.2 Category C (46 kV and below)
- ✓ Single-handed proportional upper controls with start-stop, variable speed
- ✓ Hydraulic platform leveling: Automatic or manual control for dump or operator rescue
- ✓ Hydraulic tool circuit at platform
- ✓ Adjustable boom wear pads and replaceable pin bushings
- ✓ Powder coating for better durability and corrosion protection
- ✓ Hydraulic bucket rotator (180°)

Standard Specifications:

Platform Height ¹	39 ft. 9 in. (12.12 m)
Working Height	44 ft. 9 in. (13.64 m)
Reach	29 ft. 4 in. (8.94 m)
Platform Capacity	400 lb. (181 kg.)
Lower Boom Articulation	0 to 94°
Upper Boom Articulation	-17 to 74°
Stowed Travel Height	10 ft. 4 in. (3.15 m)
Rotation	Continuous

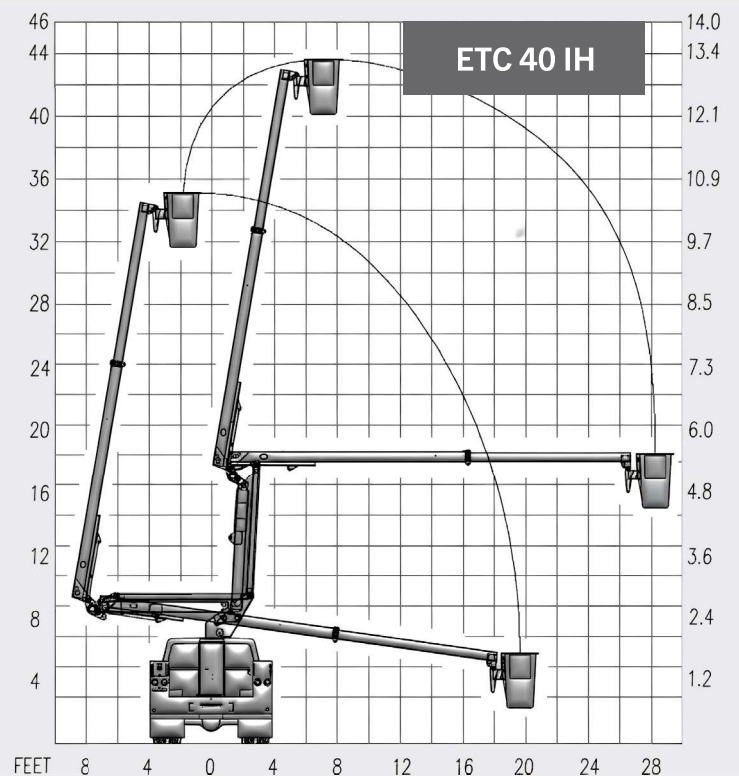
¹ Based on chassis frame height of 40 inches (1016 mm)

Requirements:

Vehicle Chassis	19,500 lb. (8,845 kg) GVWR ² (7,000 lb. (3,175 kg) GAWR front and 13,500 lb. (6,123 kg) GAWR rear) with 60 in. (1,524 mm) min. cab to axle
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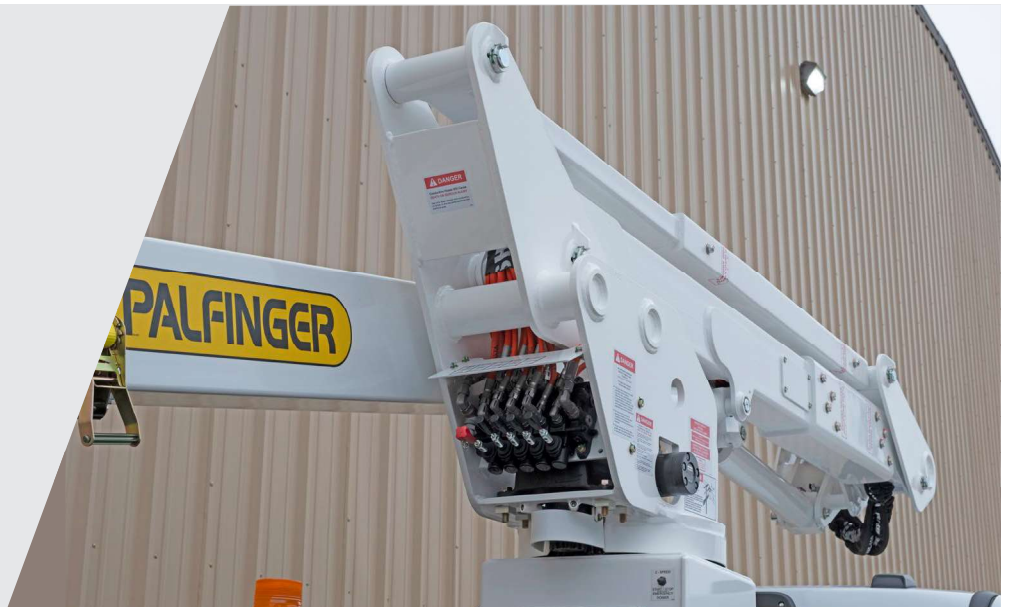
Hydraulic System	Open-center, 4.5 – 5.5 gal/min (17-21 L/min) at 2,250 psi (155 bar)
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² Required GVWR can vary with chassis, aerial lift mounting location, service body, accessories, and desired payload.



**STABLE.
CONTROLLED.
RELIABLE.**

The rigid design eliminates the “fishing pole effect,” giving crews unmatched stability and control.



**BUILT FOR
EVERY JOB**

From lights and signs to telecom and utility lines, our bucket truck is built to adapt — delivering reliable performance and unmatched power on every jobsite.



**FULL
STABILITY.
ZERO HASSLE.**

Full stability without outriggers — save time, simplify setup, and work efficiently in tight spaces.



**PRECISION AT
YOUR FINGERTIPS**

Our multi-function joystick and fully hydraulic upper controls deliver smooth, intuitive control, helping operators work faster and more efficiently.



**EXPERT CARE.
ALWAYS WITHIN
REACH.**

Your uptime is our priority. With over 100 mobile field units and nationwide service centers, we bring preventative maintenance and repairs right to your site.



Palfinger North America, LLC
341 NW 122nd
Oklahoma City, OK 73114
T +1 888 748 3841
F +1 405 755 6829

WWW.PALFINGER.COM



Designed and Assembled in the USA

Disclaimer:

All specifications are based on the 40” frame height and subject to change without notice. Bucket trucks shown on this flyer are partially optional equipped and do not always correspond to the standard version. Country-specific regulations must be observed. Dimensions may vary. Subject to technical changes, errors and translation mistakes.

NAM_AWP_ETC40IH_EN I9/25



Palfinger North America, LLC
341 NW 122nd Street
Oklahoma City, OK 73114
Phone: 888-748-3841
E-mail: orders.awp@palfinger.com

QUOTATION

Quote ID: SB1170

Page 1 of 7

Customer: The City of Stafford

Quote Number: SB1170
Quote Date: 3/26/2026
Quote valid until: 4/25/2026
Customer Ref:

Contact:
Phone:
Fax:

Salesperson:
Richard Rovegno
Prepared By: sburges

QTY	DESCRIPTION
	Chassis Info - Purchased by ETI
1	2026 Chassis
1	FORD F550 TRUCK CHASSIS 4X4 19500 lb. GVWR 84" Cab To Axle 6.7L Diesel Engine 10 Speed Automatic Transmission with PTO opening 225/70RX19.5 Max Traction Tires Rear Fuel Tank Painted Oxford White AM/FM Stereo Radio Air Conditioning Engine Block Heater Extra Heavy front suspension package, Order code 67P Limited slip rear axle 6 Upfitter Switches Exhaust Extended to Edge of Body
	Equipment Technology, LLC Aerial Device ETC Series Combination: Articulated / Telescopic Shear Ball Rotation Bearing Body Harness with Deceleration Lanyard Two Operators and Maintenance Manuals ETC40IH 44' 9" Working Height 39' 9" Ground to Bottom of Bucket 29' 6" Side Reach with End Mount Bucket Continuous Rotation Fiberglass Inner Boom Hoses Inside Boom Are Contained in a Cat Trac Emergency Upper Boom Controlled Descent Valve 400 lb Bucket Capacity
1	PTO & Hydraulic Pump (7.0 GPM@1200RPM) ***REQUIRES PTO OPENING ON TRANSMISSION***
1	2023+ Ford Superduty Start/Stop/E-power control module package
1	Installation hose kit for Ford or Ram, regular cab, with PB 30 T, ETT29, ETC35, ETC37 or ETC40IH units.
1	End Mount Bucket Bracket with 180 Degree Hydraulic Rotator
1	Lower Boom Assembly with Fiberglass insert for ETC40
1	Upper Boom Assembly for ETC40IH.
1	Pedestal (41.75)(Standard for ETC37 & ETC40)
1	Standard turret assembly for ETC40IH or ETXC37IH



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Page 2 of 7

QTY	DESCRIPTION
1	Manual emergency lowering valve at bucket controls
1	Start/Stop at basket
1	Emergency Power at basket
1	2-Speed Throttle at basket
1	Switch at lower controls wired to unit options
1	Non-Metallic 4-Function Single-Handle Control with Hydraulic Tool Circuit with flow divider and pressure relief.
1	Dielectrically test upper controls per ANSI 92.2 Reference ANSI 92.2 Section 5.4.2.6
1	Powder Paint White with Powder Coating Process
1	Bucket, 24 X 30 L/STEP RH CTRL
1	Stabilizer Bar, Under Frame on 2017+ Ford F-350/450/550/600 Diesel chassis
1	Ford F450/F550 Sumosprings on front axle
1	Two Inclinometers One centered in cab in view of driver One CS rear - right of Triple ID Light
1	High Pressure In-Line Hydraulic Filter
1	Extra Hydraulic filter for Aerial Device (Shipped Loose)
1	Verify CW Location through engineering on all ETC37IH, ETC40IH and ETC40MH.
1	Palfinger Aerial Body - Galvanneal Steel 132" Length 96" Width 20" Deep Compartments 56" Load Area Width 40" Side Compartment Height 25" Compartment Height Above Load Area Floor Steel Treadplate Floor Recessed Whale Tail Door Handles - Keyed alike SS1 and CS1 Compartment Size: 33" SS2 and CS2 Compartment Size: 24" SS3 and CS3 Compartment Size: 46" SS4 and CS4 Compartment Size: 29" Full Length Shelf with Rear Access Door in Curb Side Pack Master Lock System with two handles at the rear Rubber fenderette around wheel wells
1	PAB 36" Long Tailshelf Smooth plate entryway steps on curbside with grip strut step underneath. Hand rail on left hand side of entry Through box in tailshelf with a 8" x 17.5" wide opening. Access doors on both side with whale tail latches -keyed alike at the body Receiver tube at the rear (MGTW 10,000#, MAX TONGUE WEIGHT 1,200#) (CLASS IV)
1	Paint body standard White (132)
1	Non-skid coating on body front walls, compartment tops, load area walls and floor, tailshelf floor, and tailshelf entry step
1	Outrigger slot covers in the tailshelf area.
1	Body Mounting Kit
1	Tailboard, Composite, Yellow, Drop-in
1	Mudflaps installed.



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QUOTATION

Quote ID: SB1170

Page 3 of 7

QTY	DESCRIPTION
1	12" Aluminum Grab Handle on rear of body on the curbside
1	Light Panel for Tailshelf. Centered cutout for backup camera.
1	Reinstall chassis backup camera system
1	Adapter bracket for backup camera to the tailshelf
1	FMVSS Standard Light Package Body Clearance Lights - Red/Amber LED Stick on Body Reflectors Backup Lights - LED Tail Lights - LED (stop/tail/turn) with 4989MINI Tag Light Triple ID Lights - LED Entryway Light - Peterson model # 397 LED
1	Boom Support and Bucket Support, Bolt-on.
1	132 Body Shelving Package SS1 - 2 shelves with 4 dividers SS2 - 2 shelves with 4 dividers SS3 - 1 shelf with 8 dividers SS4 - Removable Swivel Material Hooks arranged 2-3-2. Each hook has 5 possible fixed positions CS1 - 1 shelf with 2 dividers CS2 - 2 shelves with 4 dividers CS3 - Blank CS4 - 2 shelves with 4 dividers
1	7 Blade trailer socket in bumper mounting hole.
1	Trailer Wiring Harness Adapter – 7 Blade to 6 Prong round trailer socket. *SHIP LOOSE*
1	Wheel chocks (2) with hair pin metal handle. 8Wx10Lx5.5H with 5 inch handle
1	Unit Safety Switch - Parking brake must be set before unit will operate
1	Bucket Cover with foam insert for 24X30 bucket
1	24X30 Bucket Liner-polyethylene
1	Multi-point Stainless steel grounding lug attached to tailshelf. (Standard location is CS Tailshelf rib)
1	Install 8 strips of 31.5" LED Strip light. On/off switch in the cab. Mount vertically in all full vertical compartments and at the top of compartment in the two horizontal compartments.
1	4 Amber surface mount strobes 2 located on front grill of chassis, SS and CS 2 located on rear tail channel, SS and CS
1	One LED amber strobe light on Streetside with post mounting bracket.
1	Cone Holder installed (Standard location, on SS tailshelf for best fit).
1	DOT Kit -- 5 LB. ABC fire extinguisher mounted in cab if there is no interference. Triangle Warning Kit, Spare fuses for 2017+ Ford truck Required per Federal Motor
1	DOT inspection
1	Warranty is one year parts and labor. Lifetime structural warranty on the aerial device so long as the initial purchaser owns the product.
1	Deliver to
1	Hour Meter for PTO ***NOTE LOCATION***
1	
1	Four DICA polyurethane outrigger pads, 18"X18"X1"
1	Storage brackets for outrigger pads under the front compartments on both sides. For pads up to 20" X 20" X 3" tall.



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Page 4 of 7

QTY	DESCRIPTION
1	Outrigger Straight & A-Frame A-Frame Outrigger assembly mounted between body and truck Vertical outriggers mounted in rear extension at rear of body. Includes Selector/Outrigger combination valve. The outrigger valves will be mounted inside the outrigger covers. For 30" and above frame heights. 34 1/8" wide frame. Must maintain 16" ground clearance
1	Pressure sensing interlock for rear vertical outriggers and interlock for front A-frame outriggers. Includes indicator lights.
1	Outrigger down alarm circuit wired to backup alarm for trucks equipped with front and rear outriggers
Quote Total: \$187,101.53	

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ♦ Quoted price does not include any applicable taxes.
- ♦ Quote valid for 30 days.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

SB1170

GENERAL TERMS AND CONDITIONS –PALFINGER NORTH AMERICA L.L.C. (Rev 4.21)

GENERAL

These terms and conditions, together with (a) such plans, specifications or other documents as are incorporated by reference on the face of this document and (b) such additional terms as are approved in writing by PALFINGER NORTH AMERICA L.L.C. ("Seller") are the complete and exclusive terms and conditions applicable to the agreement between Seller and Buyer (the "Agreement"). They apply to the order, regardless of any language to the contrary appearing on Buyer's purchasing documents. Seller's acceptance is conditioned upon Buyer's assent to these terms and conditions, including additional and different terms and conditions. Seller is not bound by Buyer's terms and conditions unless expressly agreed to in writing. In the absence of written acceptance of these terms and conditions by Buyer, either acceptance of, or payment for, the Products will constitute the Buyer's acceptance. Any different or additional terms or conditions in any of Buyer's purchasing documents will be deemed material alterations, are rejected and are null and void and superseded by these terms and conditions. As used herein, "Products" means the equipment, spare parts, components, products and/or accessories and related documentation to be delivered to Buyer under the Agreement and "Buyer" means the entity whose name and address appears on a purchase order or other purchase document as the purchaser of the Products.

PRICE

Except as provided on the face of this invoice, the price stated is (a) based on U.S. dollars, (b) Ex Works-Oklahoma City, Oklahoma (INCOTERMS® 2020) or Seller's agent, and (c) net, without deductions whatsoever. Unless separately stated on the order acknowledgment, all additional costs, including, but not limited to, charges for freight, packing, carriage, and insurance will be borne by Buyer. If Seller assumes an additional cost, Seller reserves the right to adjust its price should the basis for such additional cost change.

SECURITY

Buyer hereby grants to Seller a security interest in the Products sold hereunder together with the proceeds therefrom (and the right to repossess them) to secure payment of the price for such Products until the purchase price is paid in full and agrees, and appoints Seller its agent, to take all such action and to execute and file all such documents and instruments (including, but not limited to, UCC-1 financing statements) as may be necessary or reasonably requested by Seller to perfect and continue Seller's security interest hereunder.

TAXES

Seller's prices are exclusive of any federal, state, provincial or local property, license, privilege, sales, use, excise, gross receipts or other taxes imposed upon, or measured by, the transaction, the Product, its sale, its value or its use, or any related services. Buyer will pay or reimburse any such taxes which Seller or Seller's subcontractors or suppliers are required to pay.



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QUOTATION

Quote ID: SB1170

Page 5 of 7

TERMS OF PAYMENT

Except as provided on the face of this document, payment is due to Seller within 10 days of the invoice date. Interest is payable on overdue amounts from the date(s) due, at the rate of 12% per annum, calculated and payable monthly, but in any event no higher than the highest rate permitted by law. For purposes of interest accrual, Seller is not required to give formal notice of late payment.

Payment of interest does not release Buyer from its obligation to make payments when due. If in the judgment of Seller, the financial condition of Buyer, at any time prior to Product shipment, does not justify the continuance of the work to be performed by Seller or the terms of payment specified, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under bankruptcy or insolvency laws, Seller may cancel any order then outstanding at a time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges and expenses.

DELIVERY

Delivery dates are approximate and may be reasonably extended by Seller, if: (a) information required from Buyer to execute the order is not received in a timely manner, (b) changes which delay delivery are mutually agreed upon, (c) Seller is not able to make timely delivery by reason of hindrances which, despite due care, Seller cannot avoid (inclusive of those occurring in the works of its subcontractors and major suppliers), such as natural catastrophes, epidemics, pandemics, quarantine restrictions, acts of civil or military authority, mobilization of armed services, war, acts of terrorism, riots, strikes, boycotts, picketing, lock-outs or other disturbances, serious breakdowns, accidents, labor conflicts, delay or deficient delivery of necessary raw materials or semi-manufactured and manufactured products, the need to scrap important components due to defective casting, lack of capacity, or transport difficulties, (d) Buyer is behind schedule with work which it has to carry out, or (e) Buyer is late in fulfilling its contractual obligations (including, but not limited to, failure by Buyer to observe the terms of payment). Equipment and other large items may at Seller's option be shipped by truck if the destination is in the continental USA or in contiguous countries, unless otherwise requested in writing by Buyer. Delivery dates are based upon the stated shipment date from Oklahoma City, Oklahoma or Seller's agent, and are dependent upon (a) the day on which a signed contract is received by Seller, (b) receipt of any advance payment due with the order, and (c) obtaining any required licenses and permits.

TECHNICAL DOCUMENTS; CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

All technical documents are provided to Buyer on a confidential basis and remain Seller's exclusive property and Confidential Information. They may not be (a) copied or reproduced, (b) communicated to a third party, or (c) used for any purpose other than operation and maintenance of the Products purchased under this Agreement. Technical documents must be returned to Seller upon request. Information in technical documents is only approximate. Specifications may change and production tolerances have to be taken into account. Seller reserves all copyright and other intellectual property rights in its technical documents and other data provided to Buyer.

Buyer shall take all necessary precautions to prevent an unauthorized disclosure or use of Confidential Information by Buyer's employees, subagents or other intermediaries. As used herein "Confidential Information" means any and all designs, drawings, technical documentation, specifications, test results, performance data, business practices, procedures, improvements, know-how, inventions, reports, financial data or other information obtained by Buyer from Seller under the Agreement.

All intellectual property rights related to the Products delivered by Seller, including, without limitation, any and all patents, trademarks, copyright, know-how, Confidential Information, software, drawings and/or documentation or data included in, with or comprising such parts and equipment ("IP Rights"), and all ownership rights in and to the IP Rights shall remain solely and exclusively with Seller or its licensor(s), as applicable. The IP Rights shall not, without the prior written consent of Seller, be used for any other purpose than that for which they were provided for and may not be copied, reproduced, transmitted or communicated to a third party. Seller shall not be obligated to provide any manufacturing drawings of the Products to Buyer or any other information to the extent that Seller considers such information commercially sensitive.

BUYER'S SPECIFICATIONS

If Buyer provides any specifications or designs for Products, Buyer will indemnify Seller for all claims, costs and expenses (including reasonable attorney's fees and disbursements) from any patent, trademark or copyright infringement claim resulting from compliance with these specifications and designs. Seller will not be responsible for the accuracy or suitability of these specifications and designs or the performance of any products built in conformance with them.

INSPECTION AND NOTICE OF DEFECT

On receipt of the Products to be furnished, Buyer will inspect the Products for possible damage, obvious defects and for completeness. In the case of transportation damage, such damage will be noted by Buyer in detail on the bill of lading and reported immediately to the transportation provider. General remarks or reservations are not permitted. Missing parts or wrong shipments will be reported by Buyer to Seller within 2 weeks of delivery.

CANCELLATION; CHANGE ORDERS

Buyer may not cancel or change its order without Seller's written consent. Upon consent to cancellation, Buyer must immediately pay (a) all cost incurred by Seller, including overhead, and (b) a reasonable profit. Upon consent to a change, Buyer must immediately pay (a) all additional costs incurred by Seller, including overhead, and (b) a reasonable profit on such additional costs. All cancellation and change costs must be agreed upon prior to Seller's consent.

TERMINATION

Seller may terminate this agreement upon immediate written notice to Buyer, if Buyer: (a) fails to accept delivery of Products, (b) fails to cure a default in payment within 10 days after receipt of written demand, (c) fails to cure any other default within 3 days after receipt of written notice, (d) repeats any failure which is substantially similar to one previously corrected by Buyer after notice as provided in subparagraph (a) or (b) above, (e) provides information set forth in any application, claim, schedule, certificate or other document furnished by Buyer that is materially inaccurate, and (f) ceases to function as a going concern, or makes an assignment for the benefit of creditors or any proceeding under any federal or state bankruptcy, receivership or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination will not release or affect, and this Agreement will remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided that all payments from Buyer to Seller will become immediately due and payable on the effective date of termination without demand and Seller may deduct from any sums it owes to Buyer sums owed by Buyer to it. Any orders received from Buyer, whether or not accepted by Seller, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever occurs first, will only be shipped COD or cash in advance.

RISK OF LOSS

Risk of loss or damage to the Product passes to Buyer upon delivery of the Product at the Ex Works point, regardless of whether (a) title has been passed to Buyer, (b) transport is arranged or supervised by Seller, or (c) erection or start-up is carried out under the direction or supervision of Seller.

WARRANTY

Seller warrants its Products to Buyer and guarantees its products to end-customers strictly in accordance with its standard written Consumer Warranty Policy, a copy of



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Oklahoma City, OK 73114
Phone: 888-748-3841
E-mail: orders.awp@palfinger.com

QUOTATION

Quote ID: SB1170

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which will be provided to Buyer and is available at www.palfinger.com/en-us/terms-conditions (the "Consumer Warranty Policy") and the terms of this Warranty Section (together with the Consumer Warranty Policy, the "Warranty"). THIS WARRANTY IS EXCLUSIVE, IS THE SOLE WARRANTY OF SELLER, AND ALL OTHER WARRANTIES OF ANY KIND OR DESCRIPTION WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ARE EXCLUDED. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, MODIFICATION, MISREPAIR OR MISAPPLICATION. Unless specifically agreed otherwise in writing, Seller makes NO WARRANTIES with respect to used or second hand Product(s) or to any non-Palfinger branded parts or products ("Third Party Parts"). Seller's sole obligation with respect to Third Party Parts shall be to transfer to Buyer the manufacturer's warranty for such parts, to the extent transferable.

Buyer shall promptly and at the latest within fourteen (14) days from the discovery of a defect, notify Seller in writing of any Product defect under the Warranty. If Buyer fails to give notice of such defect within the warranty period described in the Consumer Warranty Policy, Buyer shall lose all rights with respect to such defect. If defects in the Products may cause damage or danger, Buyer shall take all immediate measures, which are necessary to prevent or reduce such damage or danger.

The Warranty will not apply, and Buyer shall have no right or remedy and Seller shall have no liability or obligation under the Warranty, with respect to defects arising from (i) damage to the Product after delivery in accordance with the agreed Incoterm (ii) faulty or improper maintenance, installation, handling, service, storing or inspection (except to the extent performed by Seller), (iii) non-compliance with manufacturer's or operator's manual, operating or maintenance instructions or other instructions relating to the Product(s), (iv) repairs, alterations or adjustments carried out by parties other than Seller, (v) accidents, theft, vandalism, misuse or negligence, (vi) use of a Product for a purpose or application for which it is unfit, unsuitable or inappropriate, or (vi) normal wear and tear. Further exclusions and requirements for the warranty coverage may be included and specified in the Warranty Policy.

Buyer's sole and exclusive right and remedy, and Seller's sole and exclusive liability and obligation, for a breach of the Warranty shall be that Seller will either repair or replace the Product or refund or credit to Buyer the price Buyer paid therefor. The decision whether to repair, replace, refund or credit the Product shall be made by Seller in its sole discretion. Repaired Products and replacement Products shall be warranted for the remainder of the original warranty period.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCEPT IN THE CASE OF CLAIMS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF ANY PRODUCT EXCEED THE PURCHASE PRICE PAID TO SELLER FOR THE PART OR EQUIPMENT WITH RESPECT TO WHICH SUCH LIABILITY IS BASED. THE REMEDIES OF BUYER SET FORTH IN THE AGREEMENT ARE EXCLUSIVE.

GENERAL INDEMNIFICATION

Buyer hereby agrees to defend, indemnify and hold Seller and Seller's affiliates harmless from and against any injuries, losses, damages, costs, fees, judgment, settlement or other expenses (including reasonable attorney's fees) caused by, related to or arising from Buyer's operations, use, sale or ownership of the Products, or other claims however arising in connection with the use or operation of the Products, unless caused by the gross negligence or willful misconduct of Seller.

PARTS POLICY

Seller's goal is to have an adequate supply of spare parts available for Buyer's needs. No guarantee can be made, however, that the supply of spare parts will in fact be adequate in practice. Shipping is subject to Palfinger spare parts policy and procedure.

PRODUCT CHANGES

Seller may change its Product design at any time. Seller assumes no obligation to incorporate these changes in Products manufactured prior to the change.

DISPUTE RESOLUTION, GOVERNING LAW. Except as set out below, the parties will arbitrate any dispute or claim arising out of or relating to this Agreement or any other related agreement (a "Dispute"). The arbitration will be held in accordance with the International Arbitration Rules of the American Arbitration Association (the "AAA") and administered by the International Center for Dispute Resolution of the AAA (the "ICDR;"). The arbitration will be held at Buffalo, New York. This jurisdiction will be exclusive, except for the rights set out in this Section below. All Disputes will be heard by a single arbitrator. If the parties cannot agree on a single arbitrator, one will be appointed by the ICDR. The arbitrator may not modify this Agreement. Any court having jurisdiction may enter judgment on the arbitration award. Unless otherwise agreed to by the Seller and the Buyer, or required by applicable law, they, the arbitrator and the administrator will keep confidential all matters relating to the arbitration or the arbitration award. The costs of arbitration will be borne equally by the parties and each party will be responsible for its own costs. The parties recognize that if either breaches any provision of this Agreement that prohibits it from infringing intellectual property rights in trademarks, trade names or symbols or from improperly using or disclosing confidential information, or from competing, it may cause irreparable harm to the other party. Such other party may bring an action in any court having jurisdiction in connection with any such breach, and may seek damages and injunctive or other equitable relief. The arbitration procedures above will not apply to any such breach. If either party defaults upon any payment obligation arising out of or relating to this Agreement, the other party may bring an action in any court having jurisdiction in connection with any such default. The arbitration procedures above will not apply to any such default. The Seller may send default notices to the Buyer and terminate its agreement with the Buyer without first pursuing arbitration. Any arbitration award will have a binding effect only on the actual Dispute arbitrated, and will not have any collateral effect on any other Dispute. The parties will arbitrate, or litigate each Dispute with each other on an individual basis. The parties will not consolidate their Dispute in any arbitration or litigation action with a claim by any other individual or entity. The parties waive all rights to a jury trial in any litigation. This Agreement will be construed and governed by the laws of the State of New York without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) will not apply. The limitation period for any claim brought under a statute will be as provided in the statute. If the statute does not provide a limitation period or for non-statutory claims, the general limitation periods under New York law will apply.

COMPLIANCE WITH LAWS; EXPORT

Seller and Buyer shall each comply with and shall conduct its business at all times in accordance with all applicable laws and regulations, including, without limitation, anti-money laundering, bribery and anti-corruption and the US Foreign Corrupt Practices Act. Buyer shall be solely responsible for obtaining all approvals, authorizations



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Quote ID: SB1170

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licenses and permits, complying with all laws, rules and regulations, and making all arrangements related to the export of Products supplied by Seller from the United States and/or the import of Products supplied by Seller into a country outside the United States. Products and related technical information, data, documents and materials are subject to export controls under U.S. Export Administration Regulations, U.S. Department of the Treasury embargo regulations and other applicable laws or regulations. Buyer shall strictly comply with all such export controls and regulations, shall fully cooperate with Seller in any official or unofficial investigation, audit or inspection that relates to any of such controls.

MISCELLANEOUS

Buyer's rights and obligations under this Agreement may not be assigned or delegated without the prior written consent of Seller. Seller may freely assign its rights and obligations. Except for the Seller's subsidiaries and affiliates, the provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto. This Agreement supersedes all prior written or oral agreements with respect to its subject matter. The invalidity of any part of this Agreement will not affect the validity of the remaining provisions. Seller's rights under this Agreement are cumulative and are in addition to all rights available to it at law or in equity. All claims or suits against Seller must be made within 1 year of the date the cause of action accrued (regardless of when they were discovered) or be forever barred. No waiver will be effective against Seller unless Seller agrees to it in writing. If any portion of the Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from the Agreement, and the remaining terms and conditions shall be valid and fully enforceable as written. Paragraph headlines are for convenience only and are not to be considered in interpreting any of the provisions in this Agreement.

From: [Virginia Rosas](#)
To: [Roxanne Benitez](#)
Subject: Agenda-May 6, 2026
Date: Friday, April 24, 2026 7:55:52 AM
Attachments: [goldbrownbar\(brownsmlbottom\) 9cad4eb9-d07e-4e6f-957c-9eaacf1b032c.png](#)
[facebook 32x32 973128e2-d025-4614-a63e-a0c3ea53f1f5.png](#)
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Dear Madan City Secretary:

If I have not already done so, please include this item on the next city council agenda:

An update regarding the mobile food truck ordinance from the city attorney.

Respectfully submitted,
Virginia Rosas

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Virginia Rosas

Councilmember
City Council
VRosas@staffordtx.gov
Phone: (281) 261-3900

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Sec. 7 Hire Stafford First Policy

7.1 Purpose & Policy

- a) Purpose. The purpose and intent of this Policy is to set forth the parameters under which the City of Stafford may consider the location of a bidder's principal place of business in awarding a bid. All applications will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the City Council.
- b) Policy. It shall be the policy of the City of Stafford that if all factors and conditions relating to the bids are equal, then the tie bid will be awarded to the local vendor. If more than one vendor is local or none is local, then a coin toss will be conducted by the Requesting Department Director, or their representative, with at least one witness from the administrative office.

7.2 Authorization

- a) Real or Personal Property. § 271.905 of the Texas Local Government Code authorizes the City of Stafford to consider the location of a bidder's principal place of business in awarding a bid for real or personal property. City Council must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award. This includes the employment of residents of the City and increases tax revenues to the City.
- b) Construction Projects Under \$100,000. § 271.9051 of the Texas Local Government Code authorizes the City of Stafford to consider the location of a bidder's principal place of business in awarding a bid for construction under \$100,000. City Council must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award. This includes the employment of residents of the City and increases tax revenues to the City.
- c) The chart below summarizes the criteria for the lowest responsible bid.

LGC § 271.905	LGC § 271.9051
----------------------	-----------------------

○ 3% Differential ○ All other bids, excluding construction and services, greater than \$500,000	○ 5% Differential ○ Construction Bids less than \$100,000 ○ All other bids, including services, less than \$500,000
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- d) City Council may award a competitively bid contract to the lowest responsible bidder, a local bidder within the appropriate differential, or reject all bids.
- e) This policy does not apply to purchases obtained through a Request for Qualifications (RFQ), Request for Proposals (RFP), bids involving federal funds, grant funds, or interlocal agreements.

7.3 Award

Bidders seeking local preference must meet all specifications and minimum requirements contained in the bid documents. The City of Stafford reserves the right to award a contract to the lowest bidder or to award the bidder whose principal place of business is within the Stafford city limits.

The City Council must determine in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the City of Stafford and increases tax revenues to the City of Stafford.

7.4 Considerations

When considering application of this Section, the following criteria shall be considered:

- a) The bids must be for any real property or personal property that is not affixed to real property.
- b) The location of the bidder's principal place of business must be within the Stafford city limits, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.
- c) The local bidder's bid price must be within 3% of the lowest and best-qualified bid for competitive bids of goods over \$500,000.

- d) The local bidder's bid price must be within 5% of the lowest and best-qualified bid for construction under \$100,000 and bids of goods or services less than \$500,000.
- e) The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the City Council as to how the award of the bid will lead to additional economic development opportunities for the City created by the contract award, including (1) the employment of City residents, and (2) increases tax revenues to the local government. Such information shall be appropriate to the type of bid, but may include, but not limited to:
 - 1) Bid amount as percentage of reported local annual sales/revenue;
 - 2) Economic Impact – number of employees added within past 12 months;
 - 3) New job by salary category;
- f) The bidder must not be tax-delinquent as to federal, state, or local taxes. The bidder may not subcontract the award, or any part of the award.
- g) The bidder must not be indebted to the City.
- h) Rules relating to Texas Local Government Code § 171.004 regarding substantial interest shall be followed by any local public official and in accordance with the Purchasing Policy.

7.5 Process

- a) Written Application Required. A bidder may request consideration for Local Business preference by submitting the required information as part of the bid. There are no fees to submit the application. A written application is not required for a business that has been previously certified by the City as a local business and is on the City's approved list. See § 7.5(e) below.
- b) Content of Application. The application must include objective, verifiable information from the bidder as to how the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of City residents and increased tax revenues to the City. The application form may require such financial and other information as the City deems appropriate for evaluating the financial capacity and other relevant factors of the applicant. See Exhibit D – Hire Stafford First Application Form.
- c) Submission by Requesting Department to Finance Department. The completed application along with the information required in §§ 7.4(b) and 7.5(b) shall be

provided to the Requesting Department and submitted by the Requesting Department to the Finance Department.

- d) Inability to Verify Local Business. If the City is unable to verify such business is a local business then such preference shall not be given. Furthermore, if the City determines that any business has been untruthful in connection with this process, such preference will not be given and the vendor/contractor may be barred from participation in this program in the future.
- e) List of Approved Local Businesses. Both the requesting department and The Finance department shall maintain lists of approved local businesses. Pricing and location shall be reviewed and updated the beginning of each fiscal year by each requesting Department. The lists may be updated from time to time.
- f) Verification of Local Businesses. The City reserves the right to review a businesses' inclusion on the list of approved local businesses.

7.6 Exceptions

- a) This program does not apply to any contract in which the federal government participates in the form of a grant or loan, or the city acts as a conduit for federal money.
- b) This program does not apply to contracts in which the requesting/contracting department has determined that it would unduly interfere with contract needs. In cases of purchases over \$500,000.00, such determination shall be made in writing, expressly approved by the City Council.
- c) In accordance with Local Government Code § 271.9051, this program does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. § 153.

City of Stafford Purchasing Policy

Sec. 1 Purpose

The purpose of this policy is to ensure that the purchases made with public funds are done in a manner that complies with applicable law and provides the greatest benefit for the taxpayers of the City of Stafford. This policy will provide guidelines for employees of the City and contractors who manage City funds to follow to assist in meeting the goals of this policy.

This policy may be updated at any time to ensure compliance with the most current laws and best practices relating to procurement.

Sec. 2 Application

- a) This purchasing policy applies to all City employees and contractors who manage City funds that are involved in the purchasing process, which includes those who validate or authorize payment. Adherence to the purchasing policy is an individual and departmental responsibility. A breach of this policy or unauthorized departure from the procedures derived from this policy may result in disciplinary action and criminal penalties as outlined in Texas Local Government Code Chapter 252 Subchapter D.
- b) This policy shall also apply to any purchases made by the Stafford Economic Development Corporation (SEDC) for all purchases either (1) with a value of \$100,000 or more or (2) are for Capital Improvement Projects (CIP). In exceptional circumstances when a particular project or opportunity presents significant benefit to the City and compliance with this policy would be impracticable, the City Attorney may authorize the SEDC to make purchases without adhering to this policy in accordance with State law.

Sec. 3 Definitions

- a) "Aggregate Purchases" shall refer to the City as a whole.
- b) "Business Entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law. (See §§ 17 and 18)
- c) "Business Relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (1) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (2) a transaction conducted at a price and subject to terms available to the public; or (3) a purchase or lease of goods or services from

a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. (See § 18)

- d) "City" shall refer to the City of Stafford as a whole and/or any Department(s) therein.
- e) "Component Purchases" means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase. (See § 5.4)
- f) "Cooperative Purchase" is a procurement based on a contract that has been competitively bid and issued by another government or purchasing alliance with the intention of sharing it with other government entities. Cooperative agreements are sometimes referred to as "piggybacking" from another entity's contract. The use of Purchasing Cooperatives provides for volume discount pricing and expedited placement of orders. (See § 13)
- g) "Department Director" shall refer to the Director of the Requesting Department
- h) "Emergency Management Coordinator" (EMC) shall refer to the person appointed by the Mayor to conduct the local emergency management program. (See § 11)
- i) "Emergency Purchase" refers to a purchase made in response to an unforeseen situation that adversely and unduly affects the life, health, or convenience of the citizens of Stafford or a circumstance that would cause a loss to the City. "Emergency Purchases" shall refer to all purchases made pursuant to Sections 10.1, 10.2 or 10.3. (See § 11)
- j) "Family member" means a person related to another person within the first degree by consanguinity or affinity. (See § 18)
- k) "Finance Department" shall refer to the City of Stafford Finance Department.
- l) "Historically Underutilized Business (HUB)" shall have the meaning ascribed to it by the Texas State Comptroller. (See § 5)
- m) "Interested Party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- n) "Large Purchases" shall refer to procurement of goods and/or services with an estimated total cost of more than \$100,000. (See § 5.3)

- o) "List of Approved Local Businesses" shall refer to the list maintained by the City as described in § 7.5(e) below.
- p) "Micro Purchase" shall refer to procurement of goods or services with an estimated total cost of \$3,000 or less. (See § 5.1)
- q) "Personal Conflict" A City employee or City official is considered to have a substantial interest under this section if a person related to the employee or official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section. (See § 18)
- r) "Personal Property" includes appliances, equipment, facilities, and furnishings, or an interest in personal property, whether movable or fixed, considered by the governing body of the governmental agency to be necessary, useful, or appropriate to one or more purposes of the governmental agency. The term includes all materials and labor incident to the installation of that personal property. The term includes electricity and cloud computing services. The term does not include real property. (See § 7)
- s) "Personal Services" shall include only (1) contracts for those services performed personally by the individual who contracted to perform them and (2) for which the majority compensation paid is to cover the labor of the individual performing the services and not things such as insurance or materials. (See § 9)
- t) "Planning Services" – shall mean "services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan or regional land areas" as defined in Texas Local Government Code § 252.001(5). (See § 9)
- u) "Professional Services" refers to those services which are mainly mental or intellectual rather than physical or manual. That is, professional services are those disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence and shall have the meaning defined in Texas Government Code § 2254.002(2). Professional services include accounting, architecture, landscape architecture, land surveying, law, medicine, optometry, professional engineering, real estate appraising, or professional nursing. (See § 9)
- v) "Public Calamity" per Texas Local Government Code Sec. 252.002(a)(1) a "public calamity" is defined as "a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality." (See § 10.1)

- w) "Real Property" means land, improvement, or an estate or interest in real property, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation in real property. (See § 7)
- x) "Requesting Department" shall refer to the Department requesting the purchase. (See § 4.1)
- y) "Separate Purchases" means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase. (See § 5.4)
- z) "Services" shall refer to all service contracts except Professional Services as defined in § 3(s) above. (See § 7)
- aa) "Sequential Purchases" means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase. (See § 5.4)
- bb) "Small Purchases" shall refer to procurement of goods and services with an estimated total cost of more than \$3,000 but less than \$100,000. (See § 5.2)
- cc) "Sole Source" exists when there is one and only one source for which a commodity or service is available. (See § 8) Some Sole Sources include but are not limited to:
 - 1) Items that are available from one source because of patents, copyrights, secret processes, or natural monopolies;
 - 2) Films, manuscripts, or books published and available from only one source;
 - 3) Gas, water, and other utility services; and
 - 4) Captive replacement parts or components for equipment
- dd) "Substantial Interest in Business Entity" a person is considered to have a "substantial interest in a business entity if:
 - 1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - 2) funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year. (See § 18)

- ee) "Substantial Interest in Real Property" a person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. (See § 18)

Sec. 4 Roles and Responsibilities

4.1 Requesting Department

- a) **General.** The responsibility for initiating purchases is vested in the Department Director and any staff members who are responsible for conducting the department's activities for which the material or service is being purchased. Upon approval of the City Budget, by the City Council, the Department Director becomes responsible for all expenditures made by his/her department. It is the Department Director's responsibility to ensure that only purchases approved in the budget are made and that expenditures do not exceed the amounts allowed in the budget.
- b) **Aggregate Purchases.** Department Directors have been granted access to the City's purchasing software to view dollar amounts spent with each particular vendor. Department Directors shall ensure requested purchases are made in accordance with the policies set out in § 5 as determined by the aggregate dollar amount spent across the City as a whole.

4.2 Finance Department

- a) **General.** The Finance Department is responsible for reviewing, approving, and printing all purchase orders. This process may take up to two (2) business days. It is the responsibility of the Requesting Department to provide copies of purchase orders to vendors and requesting vendors to reflect the purchase order number on invoices. Upon request, the Finance department shall provide training to individuals involved in purchasing function.
- b) **Aggregate Purchases.** The Finance Department shall, at least annually, analyze purchasing data from the previous and current fiscal years to determine if any purchases should be considered for competitive bidding or inclusion in a cooperative purchasing agreement. These observations shall be communicated to affected Department Directors along with recommendations for compliance with this policy.

Sec. 5 Standard Purchasing Requirements/Procedures

5.1 Micro-Purchases (\$3,000 or less)

- a) If a Requesting Department determines that the goods or services they are seeking to procure have an aggregate cost \$3,000 or, those purchases are considered “Micro-Purchases” and may be made without soliciting quotes or competitive bids. Requesting Departments shall use best efforts to obtain the lowest and best price. No official forms or documentation are needed for Micro-Purchases.
- b) For both Micro-Purchases as defined in this section and Small Purchases as defined in § 5.2 with an aggregate amount more than \$3,000 but less than \$100,000, Requesting Departments shall contact at least two (2) Historically Underutilized Businesses (HUB), as defined in § 3 above, on a rotating basis, as provided by the Texas Comptroller of Public Accounts. If the Texas Comptroller’s list fails to identify a HUB that provides similar goods or services in Fort Bend County, then the City is exempt from this requirement. The Texas Comptroller of Public Accounts maintains an online database on their website where approved HUB vendors can be found.
- c) All purchases over \$1,000 will require Purchase Orders.
- d) Requesting Departments are encouraged to generate an open Purchase Order at the beginning of the fiscal year.

5.2 Small Purchases (more than \$3,000 to \$100,000)

- a) If a Requesting Department determines that the goods or services they are seeking to procure have an aggregate cost of more than \$3,000 up to and including \$100,000, those purchases are considered “Small Purchases.” For Small Purchases the Requesting Department shall obtain at least two (2) written quotes unless the purchase is made under a Cooperative Purchasing Agreement as defined in § 13 of this policy. All quotes are to be forwarded to the Finance Department prior to approval of requisition.
- b) All purchases requiring an expenditure exceeding \$25,000 shall be presented to City Council for approval, unless:
 - 1) The expenditure is recurring in nature. For instance, a monthly maintenance fee that exceeds \$25,000 in the aggregate for the current fiscal year, provided that such funds were appropriated by City Council in the current budget; or

- 2) The vendor is selected through a Cooperative purchasing agreement as defined in § 13 or Interlocal Agreement as defined in § 14.

5.3 Large Purchases (more than \$100,000)

- a) If the Requesting Department determines the estimated total cost of a contract or purchase is expected to be more than \$100,000.00, those are considered "Large Purchases." For Large Purchases an Invitation to Bid (ITB) or Request for Proposal (RFP) shall be used to obtain bids/proposals from competing sources in response to a set of advertised specifications for goods or non-professional services and is "non-negotiable". An RFP is drafted by the Requesting Department following the requirements of Texas Local Government Code, Chapter 252.
- b) When preparing an ITB/RFP the requesting department shall consult with the City Attorney.
- c) Notice Requirement. If the competitive sealed bidding requirement applies to the contract, notice of the time and place at which the bids will be publicly opened and read aloud shall be published at least once a week for two (2) consecutive weeks in a newspaper published in the City. The date of the first publication shall be 15 days prior to the date set to publicly open the bids and read them aloud. The notice shall be posted at the City Hall and/or on the City's website.
- d) An RFP shall be awarded to the Vendor that provides goods or services at the best value to the City based on evaluation criteria in addition to cost as published in the RFP solicitation document. Cost is the most important factor and shall always be given the most weight when other evaluation criteria is included in the RFP and may include things such as performance, experience, technical qualifications, compliance, approach and methodology, timeline, customer experience (warranty/training/customer service support), or safety record. The scores/evaluation shall be documented for each proposal received and filed with the City Secretary's office.
- e) Contract Review. For new, vendor-provided contracts, Departments shall ask the City Attorney for review prior to signing.
- f) For personal, professional, or planning services see § 9.

5.4 Separate, Sequential and Component Purchases Prohibited

No City employee, City Official or Vendor/Contractor shall knowingly or intentionally make or authorize separate, sequential, or component purchases (as defined in § 3 above) to avoid the competitive bidding requirements of this Section. Any employee found doing so shall be subject to disciplinary action up to and including termination. In the case of a Vendor/Contractor they shall be subject to termination of the contract.

Sec. 6 Award of Contract

The City Council shall award contracts and purchases to the lowest responsible bidder or to the bidder who provides goods or services at the best value to the City for sealed bids in accordance with Texas Local Government Code § 252.043 or to the bidder who provides goods or services at the best value to the City for competitive proposals. The bid specification and requirements must indicate that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City.

After initial approval, departments shall not bring multi-year contracts back to Council for approval provided the initial contract includes amounts for each subsequent year and is included in the approved budget.

Sec. 7 Hire Stafford First Policy

7.1 Purpose & Policy

- a) Purpose. The purpose and intent of this Policy is to set forth the parameters under which the City of Stafford may consider the location of a bidder's principal place of business in awarding a bid. All applications will be considered on a case-by-case basis, and the decision to approve or deny consideration shall be at the discretion of the City Council.
- b) Policy. It shall be the policy of the City of Stafford that if all factors and conditions relating to the bids are equal, then the tie bid will be awarded to the local vendor. If more than one vendor is local or none is local, then a coin toss will be conducted by the Requesting Department Director, or their representative, with at least one witness from the administrative office.

7.2 Authorization

- a) Real or Personal Property. § 271.905 of the Texas Local Government Code authorizes the City of Stafford to consider the location of a bidder's principal place of business in awarding a bid for real or personal property. City Council must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award. This includes the employment of residents of the City and increases tax revenues to the City.
- b) Construction Projects Under \$100,000. § 271.9051 of the Texas Local Government Code authorizes the City of Stafford to consider the location of a bidder's principal place of business in awarding a bid for construction under \$100,000. City Council must determine, in writing, that the local bidder offers the

City the best combination of contract price and additional economic development opportunities for the City created by the contract award. This includes the employment of residents of the City and increases tax revenues to the City.

c) The chart below summarizes the criteria for the lowest responsible bid.

LGC § 271.905	LGC § 271.9051
○ 3% Differential ○ All other bids, excluding construction and services, greater than \$500,000	○ 5% Differential ○ Construction Bids less than \$100,000 ○ All other bids, including services, less than \$500,000

d) City Council may award a competitively bid contract to the lowest responsible bidder, a local bidder within the appropriate differential, or reject all bids.

e) This policy does not apply to purchases obtained through a Request for Qualifications (RFQ), Request for Proposals (RFP), bids involving federal funds, grant funds, or interlocal agreements.

7.3 Award

Bidders seeking local preference must meet all specifications and minimum requirements contained in the bid documents. The City of Stafford reserves the right to award a contract to the lowest bidder or to award the bidder whose principal place of business is within the Stafford city limits.

The City Council must determine in writing that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the City of Stafford and increases tax revenues to the City of Stafford.

7.4 Considerations

When considering application of this Section, the following criteria shall be considered:

a) The bids must be for any real property or personal property that is not affixed to real property.

- b) The location of the bidder's principal place of business must be within the Stafford city limits, as evidenced by submission of the current and valid Franchise Tax Certificate and the Certificate of Account Status on file with the Texas Secretary of State, or other documents if applicable under the Texas Business Organizations Code.
- c) The local bidder's bid price must be within 3% of the lowest and best-qualified bid for competitive bids of goods over \$500,000.
- d) The local bidder's bid price must be within 5% of the lowest and best-qualified bid for construction under \$100,000 and bids of goods or services less than \$500,000.
- e) The bidder must include in the bid a written application for the Local Business Preference providing objective information satisfactory to the City Council as to how the award of the bid will lead to additional economic development opportunities for the City created by the contract award, including (1) the employment of City residents, and (2) increases tax revenues to the local government. Such information shall be appropriate to the type of bid, but may include, but not limited to:
 - 1) Bid amount as percentage of reported local annual sales/revenue;
 - 2) Economic Impact – number of employees added within past 12 months;
 - 3) New job by salary category;
- f) The bidder must not be tax-delinquent as to federal, state, or local taxes. The bidder may not subcontract the award, or any part of the award.
- g) The bidder must not be indebted to the City.
- h) Rules relating to Texas Local Government Code § 171.004 regarding substantial interest shall be followed by any local public official and in accordance with the Purchasing Policy.

7.5 Process

- a) Written Application Required. A bidder may request consideration for Local Business preference by submitting the required information as part of the bid. There are no fees to submit the application. A written application is not required for a business that has been previously certified by the City as a local business and is on the City's approved list. See § 7.5(e) below.

- b) Content of Application. The application must include objective, verifiable information from the bidder as to how the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of City residents and increased tax revenues to the City. The application form may require such financial and other information as the City deems appropriate for evaluating the financial capacity and other relevant factors of the applicant. See Exhibit D – Hire Stafford First Application Form.
- c) Submission by Requesting Department to Finance Department. The completed application along with the information required in §§ 7.4(b) and 7.5(b) shall be provided to the Requesting Department and submitted by the Requesting Department to the Finance Department.
- d) Inability to Verify Local Business. If the City is unable to verify such business is a local business then such preference shall not be given. Furthermore, if the City determines that any business has been untruthful in connection with this process, such preference will not be given and the vendor/contractor may be barred from participation in this program in the future.
- e) List of Approved Local Businesses. Both the requesting department and The Finance department shall maintain lists of approved local businesses. Pricing and location shall be reviewed and updated the beginning of each fiscal year by each requesting Department. The lists may be updated from time to time.
- f) Verification of Local Businesses. The City reserves the right to review a businesses' inclusion on the list of approved local businesses

7.6 Exceptions

- a) This program does not apply to any contract in which the federal government participates in the form of a grant or loan, or the city acts as a conduit for federal money.
- b) This program does not apply to contracts in which the requesting/contracting department has determined that it would unduly interfere with contract needs. In cases of purchases over \$500,000.00, such determination shall be made in writing, expressly approved by the City Council.
- c) In accordance with Local Government Code § 271.9051, this program does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. § 153.

Sec. 8 Sole-Source Purchases

The City recognizes that some goods and services are available from only one source. This policy outlines the process for procurement of such goods and services.

- a) In accordance with Texas Local Government Code § 252.022(a)(7), Sole Source purchases are exempt from competitive solicitation. Departments should use their best professional judgement when selecting a vendor.
- b) The Requesting Department shall provide a completed Sole Source Certification Form (see Exhibit C), a vendor proposal, or quote and a letter from the Manufacturer no older than six months, declaring the purchase sole source to the Finance Department.

Sec. 9 Personal, Professional or Planning Services

9.1 Purpose

The purpose of this section is to comply with State law regarding these specific types of services.

Generally, cities are required to follow the competitive bidding process of Texas Local Government Code Chapter 252. However, the statute which requires competitive bidding, § 252.021, is followed by another section, § 252.022, which contains a list of exceptions to the general rule. Specifically, § 252.022(a)(4) exempts “personal, professional, or planning services” (other than lobbying, government relations or similar services) from competitive bidding requirements.

Procurement of professional services is governed by Texas Government Code Chapter 2254 commonly referred to as the “Professional Services Procurement Act.” Chapter 2254 specifically prohibits cities from using competitive bidding for procurement of professional services and instead prescribes the method by which they shall be procured.

9.2 Policy

- a) The procurement of a personal, professional, or planning service are exempt from competitive bidding process.
- b) Professional services must be secured through Request for Qualification (RFQ) or Request for Proposal (RFP) process and may not need a competitive bidding process. The Department may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

- 1) on the basis of demonstrated competence and qualifications to perform the services; and
- 2) for a fair and reasonable price.

c) Requests for Qualifications (RFQ)

- 1) Must be used for Procurement of Professional Services of an Architect, Engineer or Surveyor. See subsection (e) below.
 - i. Professional service providers other than architectural, engineering, or land surveying may be selected according to criteria identified in the RFQ or may be selected through an RFP.
- 2) Must be publicly advertised a minimum of 15 days.
- 3) The Department Director shall (and upon consultation with appropriate City staff and legal counsel) draft the RFQ and designate a committee to evaluate the responses.
 - i. The evaluation committee may request oral presentations in order to identify the successful provider

d) Requests for Proposals (RFP)

- 1) The Department Director shall (and upon consultation with appropriate City staff and legal counsel) draft the RFP and designate a committee to evaluate the responses.
- 2) The RFP shall be published for at least 14 days before the responses are due and published once a week for 2 consecutive weeks in a newspaper published in the municipality.
- 3) Once the time period for response has ended, the evaluation committee shall evaluate the proposals according to the criteria identified in the RFP.
 - i. The evaluation committee may request oral presentations in order to identify the successful provider

e) Professional Services Contracts for Architect, Engineer or Surveyor

- 1) Selected through the RFQ process.

- 2) In accordance with Texas Government Code § 2254.004, in procuring architectural, engineering, or land surveying services, a governmental entity shall:
 - i. first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
 - ii. then attempt to negotiate with that provider a contract at a fair and reasonable price.
 - 3) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:
 - i. formally end negotiations with that provider;
 - ii. select the next most highly qualified provider; and
 - iii. attempt to negotiate a contract with that provider at a fair and reasonable price.
 - 4) The Department shall continue the process described in Subsection (3) to select and negotiate with providers until a contract is entered into. In the event that the City does not find it desirable to enter into a contract with any of the vendors who responded to the RFQ, the process may be repeated until a suitable vendor is found and a contract signed.
- f) Professional Services for Professionals Other than Architect, Engineering or Surveyor
- 1) While the Professional Services Procurement Act specifies a specific method for procurement of Architect, Engineering or Planning services, there is no specified process for procurement of any other Professional Services. The only requirement is that they be selected on the basis of demonstrated competence and qualifications.
 - 2) The Requesting Department may procure these services through an RFP.

Sec. 10 Miscellaneous Exceptions to Competitive Bidding Requirements**10.1 Public Calamity**

- a) Per Texas Local Government Code § 252.002(a)(1) a purchase made in response to a Public Calamity is excepted from the competitive bidding process.
- b) A purchase made in response to a public calamity shall be made in accordance with the best professional judgement of the Emergency Management Coordinator (EMC) at a price that is reasonable under the circumstances.

10.2 To Preserve or Protect Health & Safety

- a) Per Texas Local Government Code § 252.002(a)(2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents is exempted from competitive bidding requirements.
- b) A purchase made to preserve or protect public health or safety shall be made in accordance with the best professional judgement of the Department Director at price that is reasonable under the circumstances.

10.3 Unforeseen Damage

- a) Per Texas Local Government Code § 252.022(a)(3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property is exempted from the competitive bidding requirements.
- b) A purchase made to repair damage to City machinery, equipment or other property shall be made in accordance with the best professional judgement of the Department Director at a price that is reasonable under the circumstances.

10.4 Land & Right-of-Way Purchases

- a) Per Texas Local Government Code § 252.022(a)(6) a purchase of land or a right-of-way is exempted from competitive bidding requirements.
- b) A purchase of land or right-of-way shall be made in accordance with the best professional judgement of the Department Director at a price that is reasonable under the circumstances.

Sec. 11 Emergency Purchasing Requirements

All Emergency Purchases (as defined in § 3(i) above) shall be made in accordance with the rules of this Section.

- a) In the case of an emergency as defined by § 3(i) of this policy, the Department Director or Emergency Management Coordinator (EMC) may proceed with the emergency acquisition.
- b) Emergency purchases made during an Emergency Operations Center (EOC) activation shall be approved by the Emergency Management Coordinator. All other emergency purchases shall be approved by the Department Director.
- c) If the total cost of the emergency purchase is \$10,000 or more, the department shall send a request, along with a fully completed Emergency Purchase Justification Form (see Exhibit E) to the EMC or Requesting Department Director.
- d) Contracts procured under this Section are valid for 30 days from the day the contract is executed.
- e) Within 30 days of executing the emergency or exigent contract, the Requesting Department shall transition to a procurement process that complies with the non-emergency purchasing procedures outlined in this policy.
- f) When possible, Requesting Departments should use the standard procurement process to solicit contracts for potential emergency activities before an emergency event. The pre-positioned contracts could be activated in the event of an emergency in accordance with § 10 of this policy.

Sec. 12 Information Technology Purchases

The following rules apply to requests by Requesting Departments related to the purchase of any items which involve either software or physical assets which may be considered technology related. When in doubt, the rules of this Section shall be followed.

- a) All requests for computer equipment, software, telecommunications and/or related services or supplies shall be submitted by the Requesting Department to the Information Technology Department (IT) for review and/or technical evaluation. IT will determine compatibility, best source, or investigate alternatives and will recommend purchase.
- b) Technology purchase requests must be approved by IT before authorization of a Purchase Order.

Sec. 13 Cooperative Purchases

Requesting Department Directors are encouraged to seek procurement through Cooperative Purchasing agreements

- a) If a Requesting Department is seeking goods which are available through a cooperative purchase agreement, they may procure such items through such an organization without need to comply with the requirements otherwise set out in this policy.
- b) While this list is subject to change, current established Cooperative Purchasing Organizations (CPO's) operating within the State of Texas and authorized by City Council include the following:
 - a. [\(1GPA\)-1Government Procurement Alliance](#)
 - b. [Buy Board](#)
 - c. [Choice Partners Cooperative](#)
 - d. [\(DIR\) Department of Information Resources](#)
 - e. [Goodbuy Cooperative Program](#)
 - f. [\(HGACBuy\) Houston Area Council of Governments](#)
 - g. [National Purchasing Partners.Gov](#)
 - h. [OMNIA Partners \(formally National IPA, TCPN & US Communities\)](#)
 - i. [\(PACE\) Purchasing Association of Cooperative Entities](#)
 - j. [\(PCA\) Purchasing Cooperative of America](#)
 - k. [Sourcewell \(Formally NJPA\)](#)
 - l. [\(TIPS\) The Interlocal Purchasing Systems](#)
 - m. [\(TXMAS\)Texas Comptroller – Texas SmartBuy*](#)
 - n. [\(NASPO\) National Association of State Procurement Officials](#)
- c) Compliance with Co-Op Purchase Requirements by Requesting Department. When using a purchasing cooperative, Requesting Departments and their Department Directors shall comply with all requirements of the particular cooperative purchasing entity. Specifically, some cooperatives require purchase orders for verification prior to filling the order. Compliance with any such requirements remains the responsibility of the Requesting Department.
- d) Purchasing Items at Lower Cost than Cooperative Purchasing Entity. If, through due diligence, the Requesting Department can locate necessary goods at cost lower than the cooperative purchasing entity, such shall be documented and forwarded to the Finance Director for review. Upon concurrence from the Finance Director, Requesting Departments may purchase goods from another vendor at the lower price. This policy applies to State and Federal fund expenditures.
- e) Conflicts of Interest in Co-Op Prohibited. If a City employee or City official belongs to a cooperative association, the municipality or county may purchase

equipment or supplies from the association only if no member of the governing body, board, or commission will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

Sec. 14 Interlocal Agreements (ILAs)

14.1 Policy

- a) Pursuant to Texas Government Code Chapter 791, a local government may contract or agree with another local government to perform governmental functions and services in accordance with this chapter. Interlocal agreements allow the City to contract with other governmental entities including another City or a County, State, Public University or School District for goods or services.
- b) A Requesting Department may enter into to an ILA to:
 - 1) study the feasibility of the performance of a governmental function or service by an interlocal contract; or
 - 2) provide a governmental function or service that each party to the contract is authorized to perform individually.
- c) Through interlocal agreements, the City is also authorized to participate in cooperative purchasing programs with other governmental entities.
 - 1) Current cooperative purchasing ILAs exist with the following other governmental entities:
 - i. Fort Bend County
 - ii. Houston-Galveston Area Council

Sec. 15 Purchases Made Using Federal Funds

The City's policies regarding the use of federal funds is covered in the City's Grant Policy.

Sec. 16 Adherence to Approved Annual Budget

It is the policy of the City of Stafford that all goods and services to be purchased within a given fiscal year shall be authorized in the annual budget or an approved amendment within a line-item and within the funding authorized. Any questions regarding adherence to the budget should be directed to the Finance Director.

Sec. 17 Purchasing Ethics

17.1 Policy

- a) Policy. All Department Directors and City Employees shall carry out their duties under this policy in an ethical manner that reflects the high standards of the City of Stafford. This includes adhering to all applicable State and Federal laws as well as the provisions of this policy. That includes compliance with § 8.11, “Compliance with Ethical Standards” of the Personnel Policies and Procedures Manual for the City of Stafford.
- b) Ethics Concerns. Concerns regarding ethics or compliance with state or federal laws in connection with the administration of this policy shall immediately be referred to the Finance Director and/or Human Resources Director promptly upon discovery. In consultation with the City Attorney, it shall be determined if an ethical concern or conflict of interest as defined by law exists and appropriate action taken.
- c) Form 1295. Per Texas Government Code § 2252.908 a written disclosure of interested parties by business entities that enter into certain contracts with the City is required. The Texas Ethics Commission has adopted a standardized form – the Certificate of Interested Parties (Form 1295) for vendors to complete online. The online portal may be found here: <https://prd.tecprd.ethicsefile.com/File/>
 - a. Form 1295 Required. A vendor must complete Form 1295 before City Council may consider any contract:
 - i. that requires an action or vote by the City Council before the contract may be signed,
 - ii. has a value of at least \$1 million or
 - iii. is for services that would require a person to register as a lobbyist under Chapter 305.
 - b. Form 1295 Not Required. A vendor is not required to complete Form 1295 before City Council may consider any contract if the contract is :
 - i. A contract related to health and human services if:
 - 1. The value of the contract cannot be determined at the time the contract is executed; and
 - 2. any qualified vendor is eligible for the contract;

- ii. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
 - iii. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
 - iv. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.
- c. Form 1295 Completion and Acknowledgement
- i. Once the form has been completed by the vendor, the City shall acknowledge the form within thirty (30) days.

Sec. 18 Conflicts of Interest

18.1 Policy

- a) Purpose. The City of Stafford is committed to ensuring transparency in contract awards. In addition to § 10.7 in the City Charter regarding Conflicts of Interest which incorporates Texas Local Government Code Chapters 171 and 176, the City hereby incorporates those principles into this policy.
- b) Policy. It is the policy of the City of Stafford that no contracts should be awarded or otherwise entered into by the City of Stafford which were recommended, approved, drafted, or otherwise involve the input of any individual with a conflict of interest. Such prohibition applies to both City Employees/Officials and Independent Contractors/Vendors. As such, both City Employees/Officials and Independent Contractors/Vendors are required to abide by this policy and State law regarding disclosure and abstention from involvement in contracts where a conflict exists.
- c) Violations. Violations of this section may result in disciplinary action up to and including termination, termination of any existing contract, prohibition on doing business with the City in the future and possible criminal penalties as prescribed by law.

18.2 City Employees/Officials

- a) If a City Employee or City Official has a substantial interest in a business entity as described in § 18.1(b), a substantial interest in real property as described in § 18.1(c) or a "Personal Conflict" as defined in § 18.1(d) above, the official shall, before a vote or decision on any matter involving the business entity or the real

property, file an affidavit stating the nature and extent of the interest with the City Secretary and shall abstain from further participation in the matter if:

- 1) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
 - 2) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.
- b) If a City Employee or City Official is required to file and does file an affidavit under Subsection (a), the official is not required to abstain from further participation in the matter requiring the affidavit if a majority of the members of the governmental entity of which the official is a member is composed of persons who are likewise required to file and who do file affidavits of similar interests on the same official action.
- c) City Employees and City Officials are also required to file a Conflict-Of-Interest questionnaire with the City Secretary in relation to a conflict of interest with a Vendor/Contractor under the same circumstances described in § 18.3 below.

18.3 Vendors/Contractors

- a) If the Vendor/Contractor has: (1) an employment or other business relationship with the City Official or a family member of the City Official that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date of contemplation of the contract; (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of \$100 in the preceding 12-month period; (3) has a family relationship with a local government officer of that local governmental entity, then the Vendor/Contractor shall file a conflict of interest questionnaire.
- b) Vendors/Contractors shall complete the conflict-of-interest form as soon as they become aware that either the contract is being contemplated and they are already aware of the conflict as outlined in § 18.3(a) or as soon as they become aware of the employment or other business relationship.
- c) Vendors/Contractors shall file their Conflict-Of-Interest Questionnaire (CIQ) with the Finance Department and update it to reflect any conflicts which arise after it is submitted.

18.4 Conflicts Involving the Purchase or Sale of Property

- a) Texas Government Code Chapter 533 provides that a “[a] public servant who has a legal or equitable interest in property that is to be acquired with public funds shall file an affidavit within 10 days before the date on which the property is to be acquired by purchase or condemnation.”
- b) If the conflict of interest has to do with the City Employee or City Official’s ownership of real property (i.e. land) or personal property (i.e. vehicle) which may be purchased by the City shall comply with the requirements of Chapter 553 of the Texas Government Code. This includes making all applicable filings with the County Clerk of the either Fort Bend or Harris County (in whichever the employee or official resides) and the county in which the property is located (if different).

Exhibits:

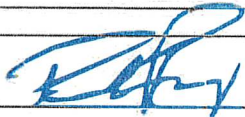
- A) Requisition Form**
- B) Conflict of Interest Questionnaire (CIQ)**
- C) Sole Source Certification Form**
- D) Hire Stafford First Application Form**
- E) Emergency Purchase Justification Form**

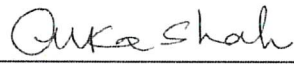


City of Stafford
Budget Clearance Form

Description of Requested Item - (Please attach all supporting documentation)
For the upgrade of Stafford Police Communication Center equipment that is used for daily operations

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

Agenda Date: 05/06/2026	Requested By: Richard S. Ramirez
Department: Police	Department Head Approval: 

Budget	
Budget Line Item	101-520-561.00
Expenditure Required	\$388,714
Current Budget	
Additional Funding	\$388,714
Funding Source	Fund Balance
Finance Approval: 	Date: 4/21/26

Mayor's Comments	

Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	
Date:		Date:	4/28/26
Rejected by Mayor for Inclusion on Agenda		Date:	



STAFFORD POLICE DEPARTMENT

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

M-PD-2110

To: Mayor Mathew and Council Members
From: Richard S. Ramirez, Chief of Police
Date: April 20, 2026
Re: Request to Upgrade Stafford Police Communications Consoles

Mayor & Council Members,

The Stafford Police Communications Center is in need of a critical upgrade to the equipment used for daily operations. The current system, originally purchased in 2011, has been maintained through periodic patches and annual updates provided by Harris County Radio Service. However, this equipment has now reached the end of its lifecycle, and further updates or servicing will no longer be possible. Additionally, the system will become nonviable after 2030.

In coordination with Motorola Solutions, we obtained a quote for the 2026–2027 budget cycle to replace the communications consoles. The initial quote totaled just under \$800,000, including equipment and installation, and reflects a scheduled price increase taking effect on September 16, 2026.

While attending the TPCA conference, Captain Cohn, Assistant Chief Wright, and I met with Motorola Solutions representatives to explore cost-saving options. As a result, Motorola has provided a revised quote with significant savings. If the City completes the purchase prior to September 16, 2026, the total cost for the new consoles will be \$508,714. Additionally, Motorola has agreed to accept our current consoles as a trade-in, offering a rebate of \$120,000. This brings the City's total cost to \$388,714, resulting in a total savings of \$408,286 for the project.

The Police Department respectfully requests Council approval to proceed with this purchase in September 2026 to secure the reduced pricing before the increase takes effect.

If you have any questions or would like additional information, please feel free to contact me.

Respectfully,

A blue ink signature of Richard S. Ramirez, written in a cursive style.

Richard S. Ramirez
Chief of Police
RSR: lcd /Attachments

RICHARD S. RAMIREZ
CHIEF OF POLICE

CITY COUNCIL MINUTES

MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF STAFFORD, TEXAS
WEDNESDAY, APRIL 1, 2026

On the 1st day of April, 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 (arrived at 6:31 p.m.), Virginia Rosas, and Wen Guerra. Absent: None. The following City Staff were present: Director of Public Works/Development Services Chris Riggs, Economic Development Administrator Joe Esch, Director of Human Resources Shanell Garcia, 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. 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).

The City Council went into executive session at 6:30 p.m.

The City Council came out of executive session at 7:01 p.m.

The City Council meeting resumed at 7:02 p.m.

3. Pledges of Allegiance.

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

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

No action was taken.

5. Public comments.

None.

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.

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.

7. Recognition Presentation to North American University. (Mathew)

Mayor Mathew read his statement of recognition aloud acknowledging the North American University Men’s Basketball Team for winning the USCAA Championship.

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

City Secretary Roxanne Benitez advised that this was the second required public hearing.

(b) Public Hearing.

The public hearing opened at 7:20 p.m.

No comments were received.

The public hearing closed at 7:21 p.m.

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

Council Member Rosas made a motion to approve Resolution No. 20-26, 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.

9. (a) Discussion regarding reclassification requests for the Public Works Department.

Director of Public Works/Development Services Chris Riggs spoke regarding the proposed reclassifications. He answered questions from the Council Members.

(b) Public Comments on item (a).

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, spoke regarding the need for street signs as well as maintenance for all new items. He commended Director Riggs on his efforts since returning to Stafford.

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

Council Member Herrera made a motion to approve the reclassification requests, 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.

10.(a) Discussion regarding the resolution and agreement with Clear Channel Outdoor, LLC. (Rosas)

Council Member Rosas advised that she requested the agenda item. She provided some history on what previously occurred.

City Attorney Jeffrey Lubritz spoke regarding the approved resolution and agreement.

Director of Public Works/Development Services Chris Riggs spoke regarding the current sign ordinance.

Council Members spoke on their concerns.

(b) Public Comments on item (a).

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, spoke regarding Council Members not being aware of agenda items prior to council meetings.

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

Council Member Rosas made a motion to bring an ordinance change and resolution for the agreement at the next city council meeting, 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.

11.(a) Discussion regarding removal of sound barrier walls on Highway 90A. (Guerra)

Council Member Guerra advised that he requested the agenda item. He spoke regarding the removal of sound walls across from City Hall.

Council Member Herrera exited the meeting at 7:52 p.m.

Director of Public Works/Development Services advised that there was natural foliage previously that had since been removed.

(b) Public Comments on item (a).

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, suggested that if a soundproof wall was removed, something else should be put in its place. He advised that he lived close to the railroad tracks and that it was quieter with a wall present.

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

After discussion, no action was taken.

12.(a) Discussion regarding holding a town hall meeting to discuss the Stafford Civic Center. (Guerra)

Council Member Guerra advised that he requested the agenda item. He spoke regarding the structural issues at the Civic Center.

Council Member Herrera entered the meeting at 8:00 p.m.

Director of Public Works/Development Services Chris Riggs spoke regarding the status of the engineering report on the Civic Center.

(b) Public Comments on item (a).

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, spoke regarding the structural issues at the Civic Center, lack of funds for maintenance, and repair costs. He suggested that all information be received prior to holding a town hall meeting.

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

No action was taken.

At this time, Council Member Wood made a motion to return to executive session, and Council Member Rosas 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 8:06 p.m.

The City Council came out of executive session at 9:12 p.m.

The City Council meeting resumed at 9:13 p.m.

No action was taken.

13.(a) Approval of Minutes from the March 18, 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 Herrera made a motion to approve the minutes, 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.

14. Council Reports.

Council Member Wood

- Wished everyone a Happy Easter.
- Wished good luck to the SMSD Track and Tennis teams.
- Advised all to be weather aware.

Council Member Herrera

- Wished everyone a Happy Easter.
- Advised that April 15 was the last day to file income tax returns.
- Advised that the United Way in Stafford provided assistance on filing income tax returns.
- Advised that Dopamine, an Esports company, would have their grand opening on Saturday, April 4.
- Advised that Seva Signs would have their grand opening on Wednesday, April 22.

Council Member Rosas

- Wished Planning and Zoning Vice-Chairman Clint Mendonca a Happy Birthday.
- Spoke regarding Easter and Holy Week events.
- Advised that the Candidates Forum would be held on Thursday, April 9 at 6:00 p.m. in the SMSD Administration building.
- Advised that the Stars of the Sixties event would be held at the Stafford Centre on Wednesday, April 22.
- Wished everyone a Happy Easter.

Council Member Chen

- Advised that the AAPI Celebration would be held on Friday, May 8 at 7:30 p.m. She provided event details.
- Advised that she and Mayor Mathew attended the Fort Bend Awareness Field event that was held on Monday, March 30. She spoke regarding the significance.
- Advised that April was National Child Abuse Prevention Month.
- Wished everyone a Happy Easter.

Mayor Pro Tem Bostic

- Congratulated NASA on the successful launch of Artemis ii.
- Advised that the Trap, Neuter, and Release (TNR) program had begun.
- Wished everyone a Happy Easter.

- Advised that April 5 was former Planning and Zoning Commission Chair Lana Hoelsing's birthday.

Council Member Guerra

- Thanked everyone who attended the Houston Livestock Show and Rodeo. He provided attendance statistics.
- Wished everyone a Happy Ramadan, Passover, and Easter.
- Advised that the Mariachi Festival volunteer sign up event would be held on Saturday, April 4.
- Requested a moment of silence for the passing of his family member, Joe Louis Delgado.
- Spoke regarding the current war in Iran.

Mayor Mathew

- Wished everyone a Happy Easter.
- Spoke regarding the recent NASA launch to the moon.

At this time, a moment of silence was held for Joe Louis Delgado.

15. Council Member requests for future agenda items.

Council Member Rosas requested an agenda item regarding Department Heads working on five-year capital plans.

Council Member Rosas requested an agenda item regarding the Director of Public Works/Development Services providing a monthly update to City Council.

Mayor Pro Tem Bostic requested an agenda item regarding installing speed bumps on Flaxseed Way and Folkcrest Way.

Mayor Mathew requested an agenda item on the progress of the General Street Repairs projects.

16. Adjournment.

Without objection, the meeting adjourned at 9:34 p.m.

ATTEST:

Roxanne Benitez
City Secretary

Ken Mathew
Mayor

DIVIDER PAGE

MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF STAFFORD, TEXAS
WEDNESDAY, APRIL 15, 2026

On the 15th day of April, 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: Fire Chief Jose Magana, Director of Public Works/Development Services Chris Riggs, Economic Development Administrator Joe Esch, Director of Human Resources Shanell Garcia, Deputy Fire Marshal Steven Flagg, Chief Financial Officer Alka Shah, Code Compliance Administrator Scott McElrath, 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. 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).

The City Council went into executive session at 6:30 p.m.

The City Council came out of executive session at 7:00 p.m.

The City Council meeting resumed at 7:02 p.m.

3. Pledges of Allegiance.

Council Member Rosas led the pledges to the United States and Texas flags.

At this time, Council Member Rosas made a motion to take agenda item #16 prior to agenda item #15, and Council Member Wood seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, and Rosas voted “Aye”. “Nay” – Council Member Guerra. Motion carried 6-1.

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

No action was taken.

5. Public comments.

None.

6. Proclamation – Public Service Recognition Week.

The proclamation was read aloud, via pre-recorded video in English and Spanish, proclaiming May 3-9, 2026 as Public Service Recognition Week.

7. (a) Discussion regarding request from Director of Recreation for part-time personnel at the Stafford Civic Center.

Director of Recreation Susan Ricks spoke regarding the personnel request. She answered questions from the Council Members.

(b) Public Comments on item (a).

None.

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

Council Member Herrera made a motion to approve the personnel requests, 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.

8. Presentation by the Stafford Police Department regarding the Texas Police Chiefs Accreditation Program.

Police Captain Nathan Cohn provided a PowerPoint presentation regarding the annual use of force, vehicle pursuit, as well as accident and injury analyses as required per the Texas Police Chiefs Accreditation program. He answered questions from the Council Members.

9. (a) Discussion regarding request from Chief of Police for shift adjustment for the Telecommunications Division.

Chief of Police Richard Ramirez spoke regarding the proposed request. He 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 shift adjustment request, 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.

10.(a) Discussion regarding request from Fire Chief to purchase an air conditioning unit for Fire Station #2.

Fire Chief Jose Magana spoke regarding the purchasing request. He answered questions from the Council Members.

Director of Public Works/Development Services Chris Riggs also answered questions from the Council Members.

Council Member Rosas exited the meeting at 8:03 p.m.

Council Member Rosas entered the meeting at 8:04 p.m.

(b) Public Comments on item (a).

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, recommended that the agenda item be approved. He suggested that a maintenance plan be implemented to prevent using contingency funds for emergency requests.

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

Council Member Chen made a motion to approve the purchasing request, as presented, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, and Rosas voted “Aye”. “Nay” – Council Member Guerra. Motion carried 6-1.

11.(a) Discussion regarding request from the City of Meadows Place for an invoice adjustment.

(b) Discussion regarding renewal of Interlocal Agreement with the City of Meadows Place for fire protection and investigation services.

Fire Chief Jose Magana spoke regarding an invoice adjustment request from Mayor St. Germain, with the City of Meadows Place.

Chief Financial Officer Alka Shah provided statistics regarding the costs for fire services provided to the City of Meadows Place.

Fire Chief Magana and Ms. Shah answered questions from the Council Members.

Mayor St. Germain, with the City of Meadows Place, spoke regarding the proposed request and requested transparency. Mayor St. Germain answered questions from the Council Members.

Ms. Shah and Fire Chief Magana continued to answer questions from the Council Members.

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

Council Members spoke on their concerns.

Council Member Herrera entered the meeting at 8:37 p.m.

Council Members continued to speak on their concerns.

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

None.

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

Mayor Pro Tem Bostic made a motion to send the matter to the Finance Committee for discussion, 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.

12.(a) Discussion of an Ordinance adopting Budget Amendment #1 for the Fiscal Year 2025-2026 Budget.

Chief Financial Officer Alka Shah provided a PowerPoint presentation regarding the proposed budget amendment. She answered questions from the Council Members.

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

Council Member Rosas entered the meeting at 8:53 p.m.

Ms. Shah continued to answer questions from 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 Ordinance No. 1309, as presented, 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.

13.(a) Discussion and Direction regarding the Hire Stafford First Policy.

City Attorney Jeffrey Lubritz spoke regarding the proposed policy which would be included in the updated purchasing policy. He answered questions from the Council Members.

Chief Financial Officer Alka Shah also answered questions from the Council Members.

Council Members and City Staff discussed the proposed policy.

(b) Public Comments on item (a).

None.

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

No action was taken.

At this time, Mayor Pro Tem Bostic made a motion to take Agenda Item 20 out of order, 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.

20.(a) Discussion regarding the possible installation of speed bumps on Flaxseed Way and Folkcrest Way. (Bostic)

Mayor Pro Tem Bostic advised that he requested the agenda item. He spoke regarding the petition he was currently working on. Mayor Pro Tem Bostic requested a waiver of the \$100.00 application fee.

Director of Public Works/Development Services Chris Riggs answered questions from the Council Members.

(b) Public Comments on item (a).

None.

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

Mayor Pro Tem Bostic made a motion to submit the petition and waive the \$100.00 application fee, 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.

14.(a) Discussion and Direction regarding amendments to the Purchasing Policy.

The item was tabled until the May 6, 2025 Regular City Council meeting.

(b) Public Comments on item (a).

None.

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

No action was taken.

15.(a) Discussion regarding an Ordinance, in the City of Stafford Code of Ordinances, amending Chapter 70 Signs, Section 70-10 Off Premises Sign Provisions.

16.(a) Discussion regarding a Resolution approving a Development Agreement with Clear Channel Outdoor, LLC for the installation of an off-premises digital billboard in the City and repealing all resolutions inconsistent or in conflict with this.

City Attorney Jeffrey Lubritz spoke regarding the revisions to the sign ordinance as well as the amended resolution.

Director of Public Works/Development Services Chris Riggs answered questions from the Council Members.

Mayor Pro Tem Bostic exited the meeting at 9:40 p.m.

Mayor Pro Tem Bostic entered the meeting at 9:42 p.m.

Mr. Riggs continued to answer the Council Members’ questions.

Code Compliance Administrator Scott McElrath also answered questions from the Council Members.

15.(b) Public Comments on item (a).

16.(b) Public Comments on item (a).

None.

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

Council Member Herrera made a motion to approve Ordinance No. 1310, as presented, and Council Member Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, and Guerra voted “Aye”. “Nay” – Council Members Rosas and Wood. Motion carried 5-2.

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

Council Member Herrera made a motion to approve Resolution No. 23-26, as presented, and Council Member Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, and Guerra voted “Aye”. “Nay” – Council Member Rosas and Wood. Motion carried 5-2.

17.(a) Discussion regarding the creation of a capital program for the repair and/or replacement of City Hall roof. (Rosas)

Council Member Rosas advised that she requested the agenda item. She provided photos of the foyer inside City Hall.

Council Member Chen exited the meeting at 9:54 p.m.

Council Member Chen entered the meeting at 9:55 p.m.

Council Members spoke on their concerns.

Director of Public Works/Development Services Chris Riggs answered questions from the Council Members.

Council Members continued to speak on their concerns.

(b) Public Comments on item (a).

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, suggested that maintenance be included in the budget. He spoke regarding various facilities in the City that need improvement.

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

Council Member Rosas made a motion to pay a one-time fee, out of the fund balance, to pay for the repair of the ceiling in the City Hall, 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.

18.(a) Discussion regarding the possible creation of five-year capital plans by Department Heads. (Rosas)

Council Member Rosas advised that she requested the agenda item. She spoke regarding the need for five-year capital plans for all City departments.

Chief of Police Richard Ramirez provided history regarding City Council action on five-year capital plans that occurred in 2016.

(b) Public Comments on item (a).

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, spoke regarding previous five-year plans that were submitted to City Council from other departments that were never utilized. He spoke regarding the need for maintenance.

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

Council Member Rosas made a motion for all departments to present a five-year capital program to City Council at the first City Council meeting in July, and Council Member Wood 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.

19.(a) Discussion regarding the possible creation of a monthly update by the Director of Public Works/Development Services. (Rosas)

Council Member Rosas advised that she requested the agenda item. She spoke regarding Council Members requesting agenda items instead of contacting the Director of Public Works.

Director of Public Works/Development Services Chris Riggs spoke regarding the workload for his departments.

(b) Public Comments on item (a).

None.

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

No action was taken.

21.(a) Update and Discussion regarding the General Street Repair programs. (Mathew)

Mayor Mathew advised that he requested the agenda item and added that he spoke with the Director of Public Works/Development Services who would provide a report at a future meeting.

Council Member Rosas exited the meeting at 10:42 p.m.

(b) Public Comments on item (a).

None.

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

No action was taken.

22.(a) Discussion regarding Interim Pay request for the Administration Department.

City Secretary Roxanne Benitez spoke regarding the proposed request.

Council Member Rosas entered the meeting at 10:43 p.m.

(b) Public Comments on item (a).

None.

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

Mayor Pro Tem Bostic made a motion to approve the interim pay request, 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.

23. Council Reports.

Council Member Rosas

- Wished SMSD Superintendent Dr. Robert Bostic a happy retirement.
- Advised that there would be Meet and Greet with the new superintendent, Dr. Adam Stephens, on April 20.
- Wished City Historian Sadie Williams a happy birthday.
- Advised that the Stars of the Sixties event would be held at the Stafford Centre on April 22.
- Advised that a game day event would be held at the SMSD Community Center on April 24.
- Advised that there were vacant positions on the Drainage, Flood Mitigation, and Subsidence Committee.
- Advised that early voting would begin on April 20 with Election Day on May 2.

Council Member Wood

- Congratulated Dr. Bostic on his retirement.
- Provided an update on the SMSD middle school and high school baseball, softball, tennis, track, and soccer teams.
- Urged all to be weather aware.
- Encouraged all to vote.

Council Member Herrera

- Wished Sadie Williams a Happy Birthday.
- Advised that April 15 was the last day to file income tax returns.

At this time, Council Member Herrera made a motion to extend the meeting to 11:10 p.m., and Council Member Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Bostic, and Council Members Chen, Herrera, Wood, and Guerra voted “Aye”. “Nay” – Council Member Rosas. Motion carried 6-1.

Council Member Chen

- Thanked Dr. Bostic for everything he did for SMSD and spoke regarding his achievements.

- Advised that the AAPI Celebration event would be held on Friday, May 8 and provided details. She thanked SMETV, Stafford Centre, and the AAPI Committee Members for their service.

Council Member Herrera exited the meeting at 10:56 p.m.

Council Member Guerra

- Congratulated Council Member Chen on the event.
- Congratulated Chief Troy Finner on being appointed as the Police Chief for the City of Missouri City.
- Advised that he attended the letter removal ceremony for the former NRG, now Reliant Center.

Mayor Pro Tem Bostic

- Congratulated the NASA Artemis ii crew on a successful mission.

Council Member Herrera entered the meeting at 10:59 p.m.

- Congratulated the students awarded at the SMSD signing day.
- Urged all to vote.
- Wished his mother a Happy Birthday.
- Wished Sadie Williams a Happy Birthday.
- Congratulated the University of Michigan on winning the NCAA basketball championship.

Mayor Mathew

- Congratulated Dr. Bostic on his retirement and spoke on his accomplishments.
- Wished Sadie Williams a Happy Birthday.
- Wished Mrs. Bostic a Happy Birthday.

24. Council Member requests for future agenda items.

Council Member Rosas requested an agenda item regarding review of interlocal agreements with SMSD.

Council Member Rosas requested an agenda item regarding the take home vehicle policy.

25. Adjournment.

Without objection, the meeting adjourned at 11:02 p.m.

ATTEST:

Roxanne Benitez
City Secretary

Ken Mathew
Mayor