



CITY OF STAFFORD

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

AGENDA

REGULAR CITY COUNCIL MEETING

Wednesday, June 17, 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; and Section 551.071(2), authorized under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas.

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. Presentation: Swearing-In and Pinning Ceremony for New Stafford Police and Telecommunications Officers.
7. Presentation: Fifteen (15) Minutes of Stafford history.
8. (a) Discussion regarding an Award of Bid for the 2026 General Street Repairs Project.
(b) Discussion of a Resolution approving the agreement with SAS Concrete Construction, LLC for the 2026 General Street Repairs Project.
(c) Public Comments on items (a)-(b).
(d) Possible Consideration of appropriate action on items (a)-(b).
9. (a) Discussion of a replat of a tract or parcel, containing 10.9 acres, situated in the William Stafford 1-1/2 league survey, Abstract No.

COUNCILMEMBERS
TIM WOOD
ALICE CHEN
WILLIAM BOSTIC JR

MAYOR
KEN MATHEW

COUNCILMEMBERS
XAVIER HERRERA
VIRGINIA ROSAS
WEN GUERRA

89, being all of unrestricted reserve "Q5" of Freeport Southwest Section 10, Fort Bend County, Texas.

(b) Public Hearing.

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

10. (a) Discussion of an Ordinance amending Chapter 102 of the Code of Ordinances, the same being the City's Comprehensive Zoning Ordinance, to grant a Specific Use Permit for the operation of a new and used automobile sales business, located at 9731 Mula Road.

(b) Public Hearing.

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

11. (a) Discussion of a Resolution approving the City's Purchasing Policy.

(b) Public Comments on item (a).

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

12. (a) Discussion of an Ordinance amending Chapter 18 "Businesses", Article XIII "Mobile Food Vendors".

(b) Public Comments on item (a).

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

13. (a) Discussion regarding sidewalk repairs completed on Staffordshire Road. (Guerra)

(b) Public Comments on item (a).

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

14. (a) Discussion regarding budget for the 2026 Asian American and Pacific Islander Heritage Month Celebration event. (Chen)

(b) Public Comments on item (a).

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

15. (a) Discussion regarding amendments and recommendations by the Charter Review Commission.

(b) Public Comments on item (a).

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

16. (a) Discussion regarding appointments to the Stafford Economic

Development Corporation (SEDC) Board of Directors and Planning & Zoning Commission.

(b) Public Comments on item (a).

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

17. (a) Discussion regarding appointments to the following City Council/Advisory Committees:

- Humane
- Technology & Multimedia
- Fourth of July
- Finance
- Compensation, Personnel Policy, & Benefits
- Legislative
- Stafford Centre
- Juneteenth
- Asian American & Pacific Islander Heritage Month

(b) Public Comments on item (a).

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

18. (a) Approval of Minutes from the May 20, 2026 Regular City Council Meeting.

(b) Approval of Minutes from the June 3, 2026 Regular City Council Meeting.

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

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

19. 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

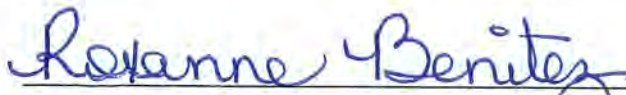
organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and

(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.

20. Council Member requests for future agenda items.

21. Adjournment.

I CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA WAS POSTED ON THE BULLETIN BOARD OF THE STAFFORD CITY HALL ON JUNE 10, 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.



STAFFORD POLICE DEPARTMENT

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

Memo

M-PD-2128

To: Mayor Mathew and Council Members
From: Richard S. Ramirez, Chief of Police
Date: June 3, 2026
Re: New Hires Swearing In

Mayor & Council Members,

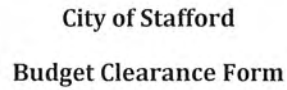
I am pleased to announce the addition of six new full-time employees to the City.

We welcome Omar Alsamara, Michael Limbousis, Jacob Hobbs, David Hernandez and Ramon Ramirez who have been hired as full-time Police Officers. We also welcome Sumone Adolph who has been hired as a full-time Telecommunications Officer. They have already begun their training with the Stafford Police Department. All five officers have joined the department with prior experience

I am requesting to formally pin and swear in the new employees at the City Council Meeting on June 17, 2026.

Richard S. Ramirez
Chief of Police

RICHARD S. RAMIREZ
CHIEF OF POLICE



Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	<i>Ken Matz</i>
Date:		Date:	<i>6/10/26</i>
Rejected by Mayor for Inclusion on Agenda		Date:	



City of Stafford
Budget Clearance Form

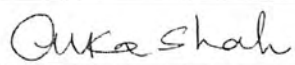
Description of Requested Item - (Please attach all supporting documentation)
Request for payment of \$748,515.00 for 2026 Residential General Street Repair.

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

Agenda Date: 06/17/2026	Requested By: Laura Morales
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Department: Development Services	Department Head Approval: 
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Budget	
Budget Line Item	101-512-716.00
Expenditure Required	\$748,515
Current Budget	\$754,542
Additional Funding	\$0
Funding Source	Adopted FY25-26 Budget

Finance Approval: 	Date: 6/8/26
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CFO's Comments

Mayor's Approval for Discussion Item		Mayor's Approval for Consent Agenda	
Date:		Date:	6/10/26
Rejected by Mayor for Inclusion on Agenda		Date:	



Public Works & Development Services

Memo

To: Mayor Mathew and City Council

From: Laura Morales

Date: June 17, 2026

Re: Request for Award of Contract and Authorization to Execute an Agreement with SAS Concrete Construction, LLC.

The City solicited bids for the 2026 Street Repair Project to address both commercial and residential street improvements throughout the City. Bids were received and evaluated in accordance with applicable procurement requirements.

SAS Concrete Construction, LLC submitted the lowest responsive and responsible bid in the amount of \$2,082,065, consisting of the following:

- Commercial Street Repairs: \$1,333,550
- Residential Street Repairs: \$748,515

Staff recommends that the City Council award the contract for the 2026 Street Repair Project to SAS Concrete Construction, LLC and authorize Mayor Mathew to execute the agreement in an amount not to exceed the approved appropriations, subject to final contract review and execution.

If you have any questions or need further information, please contact me at 281-703-2189.



11767 Katy Freeway, Suite 1000
Houston, Texas 77079
Office: (832) 834-5496
Texas Firm Reg. No. F-15666

June 08, 2026

Honorable Mayor and Members of the City Council
City of Stafford
2610 S. Main St.
Stafford, Texas 77477

Attn: Mr. Chris Riggs

Re: Recommendation of Award
2026 General Street Repairs for The City of Stafford

Dear Honorable Mayor and City Council:

We received a total of ten (9) bids and opened bids at 10:00 am, Thursday, June 04, 2026, for the 2026 General Street Repairs for The City of Stafford project. We disqualified the bid of Smith and Branson Construction as being unresponsive to the bid requirements.

SAS Concrete Construction, LLC submitted the lowest qualified bid. We have not worked with SAS Concrete Construction, LLC, but have verified its qualifications by its references and find it to be an acceptable contractor. We recommend the referenced contract be awarded to SAS Concrete Construction, LLC on the basis of the base bid and supplemental items in the amount of \$2,097,065.00.

If you agree with our recommendation, please sign below approving the contract award to SAS Concrete Construction, LLC.

Sincerely,

A handwritten signature in blue ink, appearing to be 'RJ', written over the word 'Sincerely,'.

Richard Jones, P.E.

RHJ/ds

Attachment: Bid Summary

Approved:

By: _____

Date: _____

 BID SUMMARY SHEET The City of Stafford: 2026 General Street Repairs for The City of Stafford Time: 10: 00 AM Date: 6/4/2026							
	BIDDERS						
	1	2	3	4	5	6	7
	Smith and Branson Construction	SAS Concrete Construction	Vera Industries	Trans Tex Construction	Environmental Allies	AR Turnkee Construction	Teamwork Construction Services
Base Bid	\$1,240,958.08	\$2,049,115.00	\$2,181,525.50	\$2,221,375.00	\$2,547,067.50	\$2,686,427.00	\$2,866,525.00
Bid Bond	✓	✓	✓	✓	✓	✓	✓
Addendum	✓	✓	✓	✓	✓	✓	✓
Base + Supplemental	\$1,247,796.23	*\$2,097,065.00	\$2,194,870.50	\$2,231,675.00	\$2,558,817.50	\$2,709,427.00	\$2,964,255.00

		BID SUMMARY SHEET					
		The City of Stafford: 2026 General Street Repairs for The City of Stafford					
						Time:	10: 00 AM
						Date:	6/4/2026
	BIDDERS						
	8	9	10				
	Tikon Group	J Rivas Construction	Abbas Alpha Construction				
Base Bid	\$2,992,600.00	\$3,327,357.00	X				
Bid Bond	✓	✓	X				
Addendum	✓	✓	X				
Base + Supplemental	\$3,004,100.00	\$3,461,307.00	X				
	Invalid Bid						
	Unresponsive to Bid Requirements						
*	Mathematical Error Corrected by Engineer						

City of Stafford
REQUEST FOR PROPOSALS
PROJECT: General Street Repairs
BID OPENING: June 4, 2026
BID TABULATION

Company Name	Base Bid	Bond Provided	Addendum	Total Base+Supplement al Items Bid	Comments
1. Transtex Construction	\$2,221,375.00	Yes	Yes	\$2,231,675.00	
2. Environmental Allies	\$2,542,067.50	Yes	Yes	\$2,558,817.50	Written incorrectly
3. Smith & Branson	\$1,240,958.08	Yes	Yes	\$1,247,796.23	
4. Teamwork Construction	\$2,866,525.00	Yes	Yes	\$2,964,255.00	
5. J Rivas Construction	\$3,327,357.00	Yes	Yes	\$3,461,307.00	
6. AR Turnkee	\$2,686,427.00	Yes	Yes	\$2,709,427.00	
7. SAS Concrete Construction	\$2,049,115.00	Yes	Yes	\$2,082,065.00	
8. Tikon Group	\$2,992,600.00	Yes	Yes	\$3,004,100.00	
9. Abbas Alpha					Incomplete (No Bid Bond)
10. Vera Industries	\$2,181,525.50	Yes	Yes	\$2,194,870.50	

DIVIDER PAGE



Public Works & Development Services

Memo

To: Mayor Mathew and City Council

From: Laura Morales

Date: June 17, 2026

Re: Request for Award of Contract and Authorization to Execute an Agreement with SAS Concrete Construction, LLC.

The City solicited bids for the 2026 Street Repair Project to address both commercial and residential street improvements throughout the City. Bids were received and evaluated in accordance with applicable procurement requirements.

SAS Concrete Construction, LLC submitted the lowest responsive and responsible bid in the amount of \$2,082,065, consisting of the following:

- Commercial Street Repairs: \$1,333,550
- Residential Street Repairs: \$748,515

Staff recommends that the City Council award the contract for the 2026 Street Repair Project to SAS Concrete Construction, LLC and authorize Mayor Mathew to execute the agreement in an amount not to exceed the approved appropriations, subject to final contract review and execution.

If you have any questions or need further information, please contact me at 281-703-2189.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, APPROVING THE AGREEMENT WITH SAS CONCRETE CONSTRUCTION, LLC FOR THE “2026 GENERAL STREET REPAIRS PROJECT” AND AUTHORIZING THE MAYOR TO EXECUTE.

* * * * *

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

Section 1. That the City Council hereby authorizes the Mayor to execute an agreement with SAS Concrete Construction, LLC for the “2026 General Street Repairs Project”, in accordance the terms and conditions of the agreement attached hereto as Exhibit “A” and incorporated herein for all purposes.

PASSED, APPROVED, and RESOLVED this the 17th day of June, 2026.

Ken Mathew
Mayor

ATTEST:

Roxanne Benitez
City Secretary

EXHIBIT A

ADDENDUM NO. 1
TO THE BID ATTACHMENTS FOR CONSTRUCTION OF
2026 General Street Repairs for the City of Stafford
PROJECT NO. 027-050
June 2, 2026

TO: Prospective Respondents

This addendum forms a part of the bidding documents and will be incorporated into the Contract Documents, as applicable. Insofar as the original Contract Documents, Specifications, and Drawings are inconsistent, this Addendum shall govern. Please acknowledge receipt of this Addendum on the Bid Proposal form. **FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON THE BID PROPOSAL FORM MAY BE CAUSE FOR DISQUALIFICATION.**

Addendum No. One (1) covers the following changes to the bid attachments:

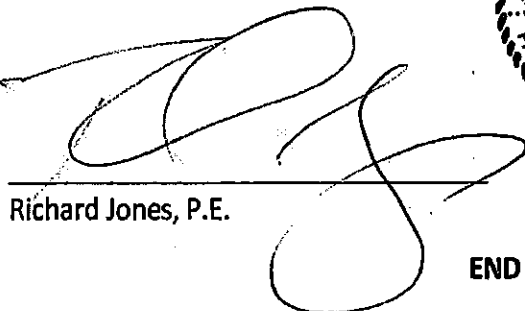
1) BID FORM

Commercial:

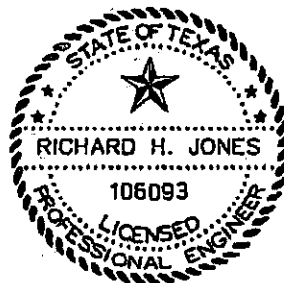
- Added item No. 9 "Restore all areas disturbed by construction, to include but not limited to irrigation and sodding"
- Added item No. 10 "Replacement of pavement markings and striping, disturbed by construction."
- Added item No. 11 "Sawcut of existing concrete pavement, as directed by engineer"
- Added item No. 12 "ADA Compliant Wheelchair ramp, as directed by the Engineer, ..."
- Added item No. 13 "Type B-B Inlet top replacement, as directed by Engineer."

Residential:

- Added item No. 21 "Restore all areas disturbed by construction, to include but not limited to irrigation and sodding"
- Added item No. 22 "Replacement of pavement markings and striping, disturbed by construction"
- Added item No. 23 "Sawcut of existing concrete pavement, as directed by engineer"
- Adjusted item numbering as needed with the addition of new line items.



Richard Jones, P.E.



END OF ADDENDUM NO. 1

BID FORM

Bidding Firm: SAS Concrete Construction, LLC
Address: 3738 Colgate Street
City, State, Zip: Houston, Texas 77087
Date: 06/4/2026
Telephone: 713-876-2203
Owner: THE CITY OF STAFFORD
Address: c/o Roxanne Benitez
2610 S. Main St.
Stafford, Texas 77477
Attention: Mrs. Roxanne Benitez
Telephone: (281) 261-3900

Gentlemen:

Having received and examined the bidding documents and having examined the project site, I the undersigned bidder, submit this bid. The bidding documents I have examined include the project specifications and drawings for the subject project and addenda listed as follows:

<u>No.</u>	<u>Date</u>	<u>No.</u>	<u>Date</u>
<u>1</u>	<u>06/4/2026</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

In submitting this bid, I agree:

- (1) To hold my bid open, not withdraw or modify the bid, until **60 calendar** days following the bid date.
- (2) To accept the provisions of the instructions to bidders regarding the basis for bidding and the disposition of the bid security.
- (3) To enter a contract with the owner by executing an agreement on the basis of this bid and to furnish a performance bond, a payment bond, and a certificate of insurance as required by the condition of the contract, all within 14 days of contract award.
- (4) To accomplish the work in accord with the contract documents by furnishing all materials, equipment and labor for proper construction and completion of the work.
- (5) To complete the work within **30 calendar** days from date of Authorization for each site with a contract length of 210 calendar days.

Addendum No. 1

BM

THE CITY OF STAFFORD: 2026 GENERAL STREET REPAIRS FOR THE CITY OF STAFFORD

The following items shall include all of the labor, equipment, and materials necessary for construction of this roadway repairs as shown in the plans described in the specifications for this project.

GENERAL ROADWAYS BID ITEMS

Item No.	Description of Item with Unit Bid Price	Unit	Approx. Quantity	Unit Price	Total Amount
1.	Performance and payment bonds to perform The City of Stafford General Street Repairs.				
	@ _____				
	_____	L.S.	1	\$ 15,000.00	\$ 15,000.00
	Per Lump Sum				

COMMERCIAL ROADWAYS BID ITEMS

Item No.	Description of Item with Unit Bid Price	Unit	Approx. Quantity	Unit Price	Total Amount
2.	Move in and set up the necessary equipment to perform The City of Stafford General Street Repairs for the Commercial Sites.				
	@ _____				
	_____	Sites.	20	\$ 1,000.00	\$ 20,000.00
	Per Site				
3.	Removal of existing Concrete pavement (including base material), as directed by Engineer, complete as specified.				
	@ _____				
	_____	S.Y.	10,300	\$ 9.00	\$ 92,700.00
	Per Square Yard				
4.	8-inch cement stabilized sand subgrade, as directed by the Engineer, complete as specified.				
	@ _____				
	_____	S.Y.	11,200	\$ 24.50	\$ 274,400.00
	Per Square Yard				

Item No.	Description of Item with Unit Bid Price in Written Words	Unit	Approx. Quantity	Unit Price	Total Amount
----------	---	------	------------------	------------	--------------

Addendum No. 1

BM

5. 7-inch reinforced concrete, as directed by the Engineer, complete as specified.

@ _____

_____ S.Y. 10,300 \$ 69.00 \$ 710,700.00
Per Square Yard

6. 6-inch reinforced curb, as directed by the Engineer, complete as specified.

@ _____

_____ L.F. 4,820 \$ 5.00 \$ 24,100.00
Per Linear Foot

7. Concrete paving header, as directed by Engineer, complete as specified.

@ _____

_____ L.F. 2,720 \$ 10.00 \$ 27,200.00
Per Linear Feet

8. Traffic Control for each Commercial Site.
As directed by Engineer.

@ _____

_____ Sites 20 \$ 1,000.00 \$ 20,000.00
Per Sites

9. **Restore all areas disturbed by construction, to include but not limited to irrigation replacement if broken, and sodding of the disturbed areas.**

@ _____

_____ Sites 20 \$ 1,000.00 \$ 20,000.00
Per Sites

10. **Replacement of pavement markings and striping, disturbed by construction.**

@ _____

_____ Sites 20 \$ 3,000.00 \$ 60,000.00
Per Sites

11. **Sawcut of existing concrete pavement**
As directed by Engineer.

@ _____

_____ L.F. 2500 \$ 5.00 \$ 12,500.00
Per Linear Foot

12. **ADA Compliant Wheelchair ramp, as directed by the Engineer, complete as specified**

@ _____

_____ E.A. 16 \$ 1,500.00 \$ 24,000.00
Per Each

13. **Type B-B Inlet top replacement, as directed by Engineer.**

@ _____

_____ E.A. 3 \$ 5,000.00 \$ 15,000.00
Per Each

TOTAL COMMERCIAL BID \$ 1,300,600.00

RESIDENTIAL ROADWAYS BID ITEMS

Item No.	Description of Item with Unit Bid Price	Unit	Approx. Quantity	Unit Price	Total Amount
14.	Move in and set up the necessary equipment to perform The City of Stafford General Street Repairs. @ _____ _____ Per Site	Sites.	13	\$ 1,000.00	\$ 13,000.00
15.	Removal of existing Concrete pavement (including base material), as directed by Engineer, complete as specified. @ _____ _____ Per Square Yard	S.Y.	6,200	\$ 9.00	\$ 55,800.00
16.	8-inch cement stabilized sand subgrade, as directed by the Engineer, complete as specified. @ _____ _____ Per Square Yard	S.Y.	6,670	\$ 24.50	\$ 163,415.00
17.	6-inch reinforced concrete, as directed by the Engineer, complete as specified. @ _____ _____ Per Square Yard	S.Y.	6,200	\$ 60.00	\$ 372,000.00
18.	6-inch reinforced curb, as directed by the Engineer, complete as specified. @ _____ _____ Per Linear Foot	L.F.	3,850	\$ 5.00	\$ 19,250.00
19.	Concrete paving header, as directed by Engineer, complete as specified. @ _____ _____ Per Linear Feet	L.F.	1,020	\$ 10.00	\$ 10,200.00

Addendum No. 1

Item No.	Description of Item with Unit Bid Price in Written Words	Unit	Approx. Quantity	Unit Price	Total Amount
20.	Traffic Control for each Residential Site. As directed by Engineer. @ _____ _____ Per Sites	Sites	13	\$ <u>1,000.00</u>	\$ <u>13,000.00</u>
21.	Restore all areas disturbed by construction, to include but not limited to irrigation replacement if broken, and sodding of the disturbed areas. @ _____ _____ Per Sites	Sites	13	\$ <u>1,000.00</u>	\$ <u>13,000.00</u>
22.	Replacement of pavement markings and striping, disturbed by construction. @ _____ _____ Per Sites	Sites	13	\$ <u>3,000.00</u>	\$ <u>39,000.00</u>
23.	Sawcut of existing concrete pavement As directed by Engineer. @ _____ _____ Per Linear Foot	L.F.	870	\$ <u>5.00</u>	\$ <u>4,350.00</u>
24.	Type B-B Inlet top replacement, as directed by Engineer. @ _____ _____ Per Each	E.A.	7	\$ <u>5,000.00</u>	\$ <u>35,000.00</u>
25.	ADA Compliant Wheelchair ramp, as directed by the Engineer, complete as specified @ _____ _____ Per Each	E.A.	7	\$ <u>1,500.00</u>	\$ <u>10,500.00</u>

TOTAL RESIDENTIAL BID \$ 748,515.00

Addendum No. 1

BM

ADDITIONAL BID ITEMS

Item No.	Description of Item with Unit Bid Price in Written Words	Unit	Approx. Quantity	Unit Price	Total Amount
S1.	Additional cost for high early strength concrete. @ _____ _____ Per Square Yard	S.Y.	100	\$ 4.50	\$ 450.00
S2.	Grate Inlet replacement, as directed by engineer. @ _____ _____ Per Each	E.A.	5	\$ 6,500.00	\$ 32,500.00

TOTAL ADDITIONAL BID \$ 32,950.00

BID TOTALS

COMMERCIAL ROADWAYS BID TOTAL \$ 1,300,600.00

RESIDENTIAL ROADWAYS BID TOTAL \$ 748,515.00

TOTAL BASE BID: \$ 2,049,115.00

SUPPLEMENTAL ITEMS BID TOTAL \$ 32,950.00

TOTAL BASE + SUPPLEMENTAL ITEMS BID: \$ 2,082,065.00

As a bidder I acknowledge that:

1. The Owner reserves the right to reject any and all bids.
2. The award of the Contract may be made on the BASE BID only or any combination of the BASE BID, and SUPPLEMENTAL BID.
3. The contract price may be increased or decreased, or the contract time reduced or extended to compensate for changes in the work as ordered by the Engineer and provided for in the Conditions of the Contract.

Furthermore, as bidder I certify that:

1. I am the only person or party associated with or having an interest in this bid and it is made without collusion involving and other person, partnership or corporation.
2. The amounts given in this bid have been carefully checked and are submitted as correct and final.

6-4-2026
Date

Signed SAS Concrete Construction, LLC
(Company)

By Benito Mata - Operations Manager
(Title)

3738 Colgate Street
Houston, Texas 77087
(Address)

713-876-2203
(Phone)


Witness

SEAL (if Bidder is a Corporation)

-- o o --

Addendum No. 1

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE SAS Concrete Construction, LLC

3738 Colgate Street, Houston, TX 77087

as Principal, hereinafter called the Principal, and Developers Surety and Indemnity Company

800 Superior Avenue E., 21st Floor, Cleveland, OH 44114

a corporation duly organized under the laws of the State of CA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Stafford

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2026 General Street Repairs for the City of Stafford (Project No. 027-050)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of June, 2026


(Witness)

SAS Concrete Construction, LLC
(Principal)

(Seal)

By: Benito Mata

G.M.
(Title)

Developers Surety and Indemnity Company
(Surety)

By: Hannah Montagne
Attorney-in-Fact Hannah Montagne

Surety Phone No.



**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Menden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

Hannah Montagne of **The Woodlands, TX**

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective **01/01/2026**

Surety Bond No.: Bid Bond

Principal: SAS Concrete Construction, LLC

Obligee: City of Stafford

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations, and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this **August 7, 2024**

By

Printed Name: Sam Zaza

Title: President, Surety Underwriting

ACKNOWLEDGEMENT:

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

STATE OF California

COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by:

By

[Handwritten Signature: Jamie Clark]

Jamie Clark, Assistant Secretary

876B803E22384A8

DocuSign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Ed 0824

Signed and sealed this **4th** day of **June**, 20**26**.

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
E-mail: ConsumerProtection@tdi.state.tx.us

For any complaints you may also contact AmTrust Customer Service at:

Telephone: **1-877-528-7878**

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by mail to the following address:

Mailing Address: AmTrust Financial Services, Inc.
P.O. Box 5939
Cleveland, OH 44101
Attention: Surety Claims

Physical Address: AmTrust Financial Services, Inc.
800 Superior Ave
Cleveland, OH 44114

Email: suretybondclaims@amtrustgroup.com

Note: The maximum size for any single email message including attachments is 20MB.
Please send any correspondence in excess of this size to the P.O. Box noted above.

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.



Development Services

Memorandum

DATE: June 5, 2026

TO: City Council

FROM: Silvia Bolivar, PLA AICP/*SBolivar*
City Planner

RE: Replat/Subdivision – 10711 Cash Road
Specific Use Permit – 9731 Mula Road

The City of Stafford received two applications for consideration at the June Planning and Zoning Hearing.

The first application is a replat/subdivision request for property located at 10711 Cash Road, Stafford, Texas 77477. The applicant proposes to subdivide the existing parent tract into two lots.

The second application is a Specific Use Permit request for an existing automobile sales operation located at 9731 Mula Road, Stafford, Texas 77477.

The requests were heard at the June 9, 2026 Planning and Zoning Commission hearing.

Attached please find the Staff Reports and supporting materials for your review.

If you have any questions or need further information, please contact me at SBolivar@staffordtx.gov or (281) 261-3920.



Development Services Department

Replat/Subdivision Staff Report

Planning & Zoning Commission Public Hearing Date: June 9, 2026
City Council Public Hearing Date: June 17, 2026

Rezoning Case: 2026-683

Property Owner(s): Richard Goodman/Ajax Cash Road, LLC

Applicant(s): Same

Legal Description: 10.9 Acres, situated in the William Stafford 1-1/2 League Survey, Abstract No. 89, being all of Unrestricted Reserve "Q5" of Freeport Southwest Section Ten.

Location: 10711 Cash Road (Exhibit "A")

Area: 10.9 Acres

Present Zoning: RCLM (Retail, Commercial, Light Manufacturing)
(Exhibit "B")

Comp Plan Designation: Light Industrial/Manufacturing (Exhibit "C")

Request: Replat/Subdivision

Name of New Plat: Goodman Commercial Park

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	RCLM (Residential, Commercial & Light Manufacturing)	Vacant
South	RCLM (Residential, Commercial & Light Manufacturing)	Vacant/Commercial
East	PC (Primary Corridor/PDD (Planned Development District))	Convenience Store with fuel sales/Light Manufacturing
West	RCLM (Residential, Commercial & Light Manufacturing)	Light Manufacturing

Request

The applicant proposes a subdivision plat to create two lots from the existing parent tract, which is currently developed with an industrial manufacturing facility occupied by Umbilicals International, a company specializing in the design and production of custom, high-specification cable solutions. The existing facility will remain on proposed Unrestricted Reserve A, which will contain approximately 6.0294 acres.

The second lot, proposed as Unrestricted Reserve B, will contain approximately 4.8371 acres and is configured as a flag-shaped lot. This lot design will place the primary developable area behind the frontage, with access provided by a narrow strip connecting the site to the public right-of-way.

The subject property is currently underutilized and contains substantial undeveloped area capable of supporting future industrial or commercial development. The proposed subdivision is intended to facilitate the efficient use of the property by creating a separate development tract while preserving the existing industrial operation. The resulting plat will be known as Goodman Commercial Park.

A pre-development meeting was held with City Staff on February 17, 2026.

Planning and Zoning Commission Role

The Planning and Zoning Commission is hearing this case because all Specific Use Permit applications are required to be reviewed by the Commission prior to City Council consideration.

Pursuant to Section 62-37 of the City's Code of Ordinances, the Commission serves in an advisory capacity to the City Council on matters related to planning, zoning, and development. The Commission's duties include evaluating and recommending plans for the orderly growth and improvement of the city; reviewing subdivision plats and development regulations; considering the layout and coordination of streets, utilities, parks, and other public facilities; assisting with long-range planning efforts within the city limits and its extraterritorial jurisdiction; and conducting public hearings to make recommendations to the City Council regarding proposed amendments to zoning regulations and zoning district boundaries in accordance with applicable state law.

Context

The subject property is located within an area characterized by a mix of vacant land, commercial uses, and light manufacturing activities that are consistent with the intent of the RCLM (Residential, Commercial, and Light Manufacturing) zoning district. Adjacent properties include vacant RCLM-zoned tracts to the north, vacant and commercial uses to the south, a convenience store with fuel sales and light manufacturing uses within a PC/PDD zoning district to the east, and light manufacturing uses on RCLM-zoned property to the west.

Analysis of City Plans and Ordinances

Comprehensive Plan Analysis

Future Land Use Map/Plan: The primary purpose of the Future Land Use Map is to function as a flexible guide for City staff and decision-makers. It establishes a logical framework for decision-making, helping ensure that individual actions align with broader community objectives. Additionally, the Future Land Use Plan safeguards property investments by promoting compatible and well-coordinated development.

The Future Land Use Map designates the subject property as Light Industrial/Manufacturing (Exhibit C).

Comprehensive Plan Applicable Goals

The proposed subdivision is consistent with the goals and policies of the Stafford Comprehensive Plan related to orderly growth, redevelopment, infill development, and economic vitality. The request facilitates the efficient use of land within an established mixed-use area, supports future investment opportunities, and maintains compatibility with the surrounding pattern of vacant, commercial, and light manufacturing uses. The subdivision does not alter the underlying zoning or permitted land uses and is consistent with the Comprehensive Plan's vision for coordinated development and reinvestment within the City

Comprehensive Zoning Ordinance

Current Zoning

The site is zoned RCLM (Retail, Commercial, Light Manufacturing). The purpose of the RCLM is to accommodate retail, commercial and light manufacturing uses that include fabrication, assembly or processing of materials that are in refined form and that do not in their transformation create smoke, gas, odor, dust, noise, vibration of earth, soot or lighting to a degree that is offensive when measured at the property line of subject property; along with wholesale warehousing and office uses to encourage quality development and redevelopment in those areas of the city that are undeveloped, or are candidates for redevelopment, but which are not well suited for residential or residential type uses.

Agency Comments

A review by the City Engineer was required. The City Engineer noted, "This plat removes public access to the front track. There will be need to be a joint use agreement for the driveway that will serve both parcels."

Public Comment/Notification Requirements

A Notice of Public Hearing was published in the newspaper on May 20, 2026. Property owners within 200 feet of the project site were mailed notification of the proposal on May 28, 2026 (Exhibits D & E).

The required public notice sign was posted on the property on May 27, 2026 informing nearby residents and the general public of the hearing.

Staff Analysis

The proposed plat, Goodman Commercial Park, is consistent with the Stafford Comprehensive Plan, Future Land Use Map, and the intent of the RCLM (Retail, Commercial, Light Manufacturing) zoning district. The subdivision will create two development lots from an existing 10.9-acre tract while maintaining the current industrial manufacturing operation on Proposed Unrestricted Reserve A and establishing a separate development tract on Proposed Unrestricted Reserve B. The request promotes the efficient utilization of underdeveloped land within an established industrial and commercial area and supports future economic development opportunities without altering the property's existing zoning classification or permitted uses. The surrounding area is characterized by a compatible mix of vacant land, commercial businesses, and light manufacturing operations, and the proposed subdivision pattern is not expected to adversely affect adjacent properties or create incompatibilities with surrounding land uses. Because the request is limited to the subdivision of the property and does not increase development entitlements beyond those already permitted by the existing zoning district, the proposal is not anticipated to create an undue burden on public infrastructure, municipal services, or the transportation network. Staff finds that the plat facilitates orderly growth, encourages reinvestment in accordance with the Comprehensive Plan, and provides an appropriate framework for future development while preserving existing industrial activities on the site.

Staff Recommendation

The applicant has complied with the application submittal requirements for plat approval. A complete application package was submitted, including payment of the required nonrefundable application fee. The submittal also included the required title opinion and certification identifying existing encumbrances and property interests associated with the subject tract, as required by the subdivision regulations. In addition, evidence was provided demonstrating that notice of the proposed subdivision, together with a copy of the plat, was transmitted to all applicable public and private utility providers.

Staff has reviewed the submitted materials and finds the application to be complete and in conformance with the applicable plat application requirements.

Based on the analysis contained in this report, staff recommends approval, subject to the recommended conditions of approval.

Conditions of Approval

1. A joint access agreement for the shared driveway serving both lots shall be executed and recorded.
2. The Final Plat shall be recorded within twelve (12) months of approval. A written request for an extension of up to twelve (12) additional months may be submitted prior to expiration. The approval period shall not exceed twenty-four (24) months from the date of approval.

3. The site will be developed in compliance with all applicable codes.

Silvia Bolivar

Silvia Bolivar, PLA AICP
City Planner

EXHIBITS

- A. Aerial Location Map (Property location)
- B. Zoning Map
- C. Future Land Use Map
- D. Notification Boundary
- E. Public Notice_Proof of Mailing
- F. Site Photos
- G. Replat/Subdivision Application and Supporting Documentation



Property Location



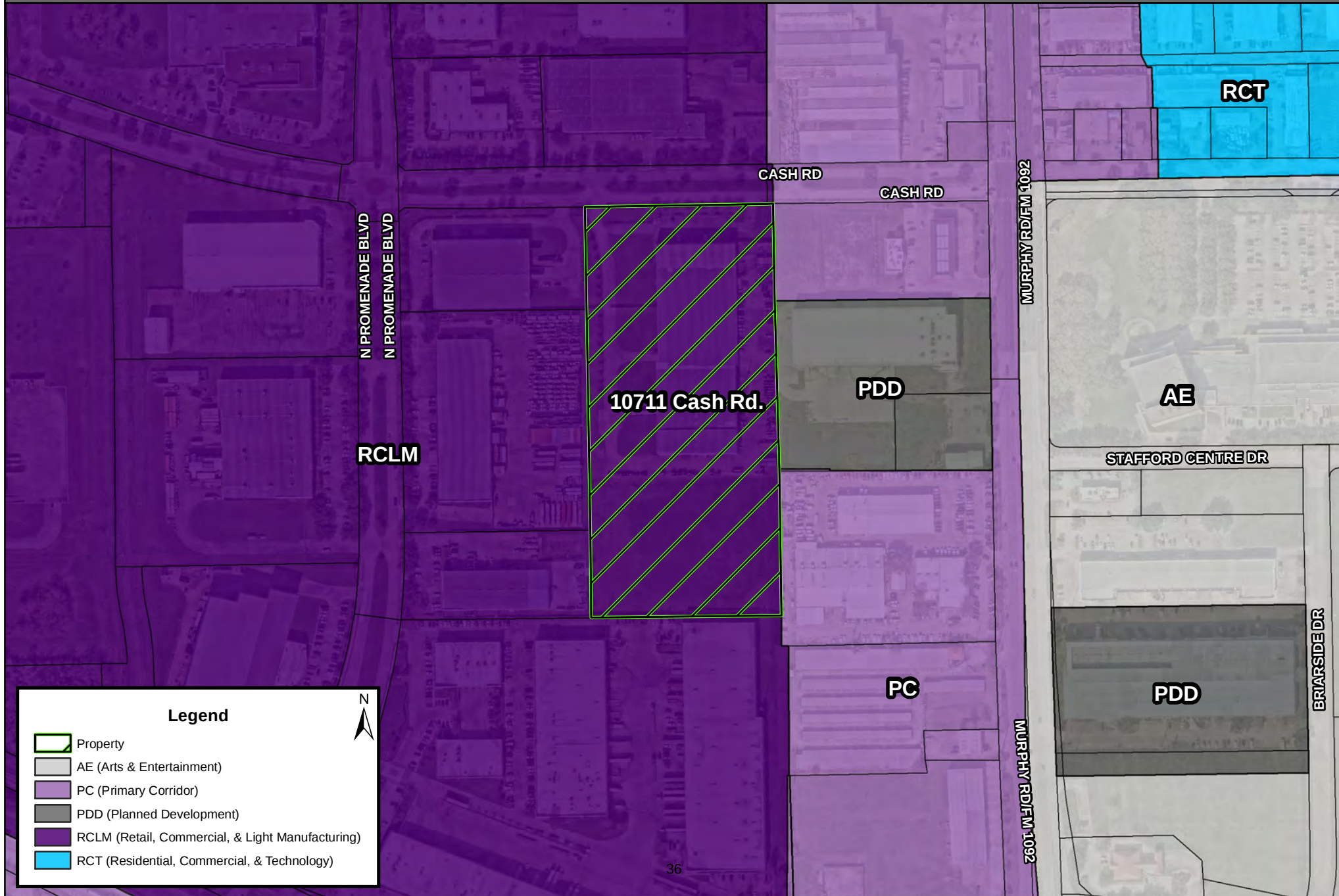
Legend



Property

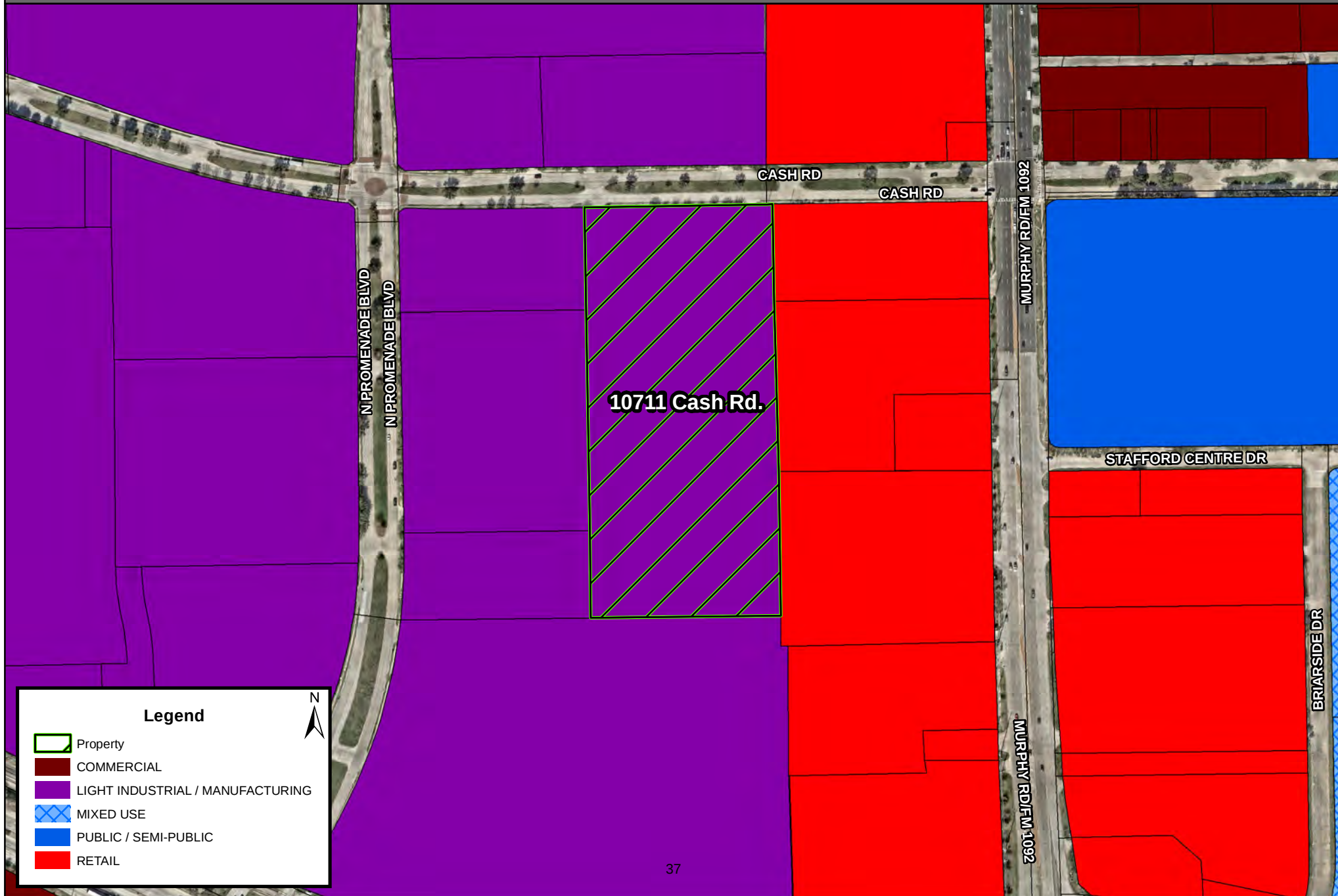


Zoning



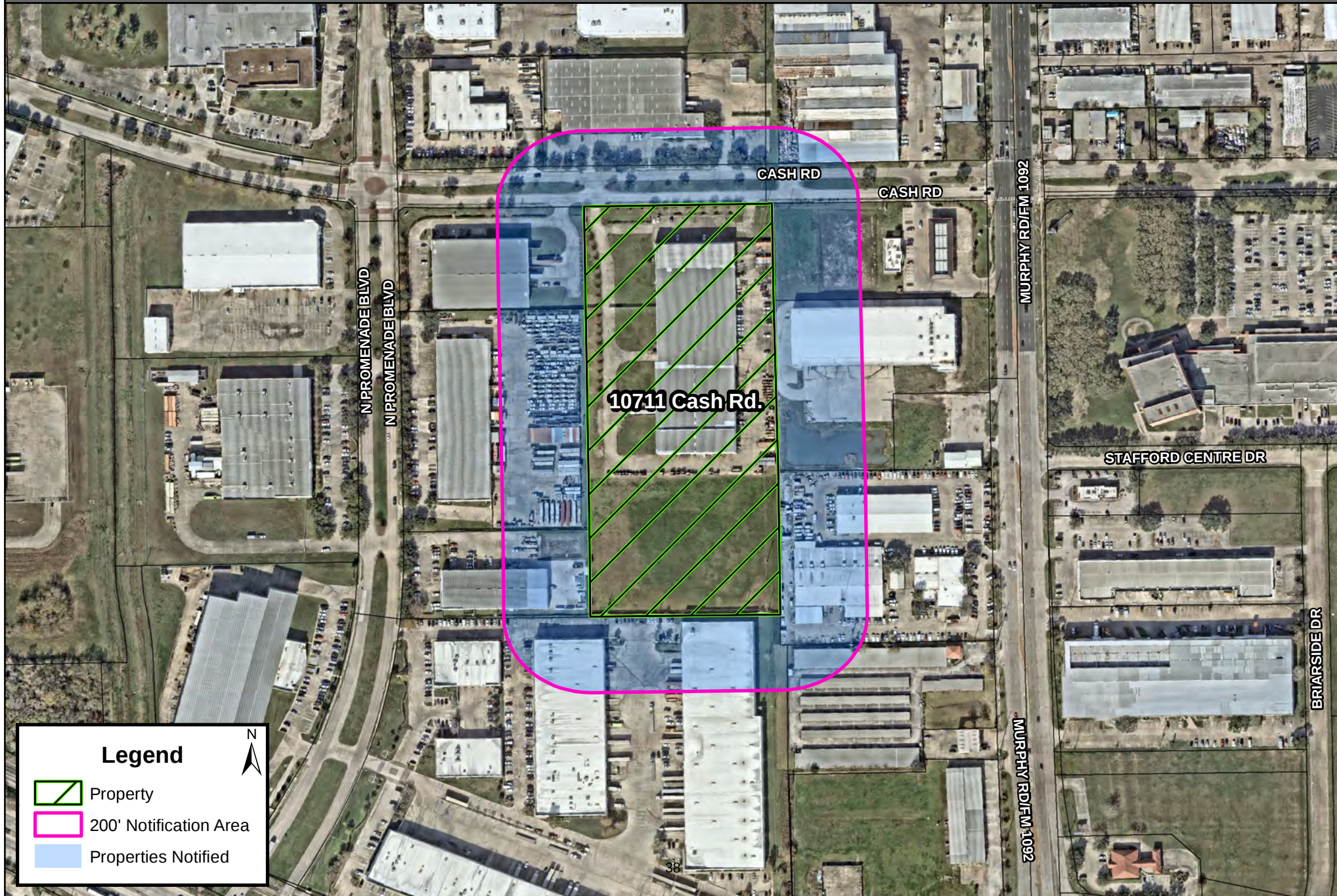


Future Land Use





Notification Boundary





CITY OF STAFFORD

2610 SOUTH MAIN STREET • STAFFORD, TEXAS 77477
(281) 261-3900 • FAX: (281) 261-3994
WWW.STAFFORDTX.GOV

COUNCILMEMBERS
ALICE CHEN
VIRGINIA ROSAS
WILLIAM K BOSTIC JR.
WEN GUERRA
XAVIER HERRERA
TIM WOOD

KEN MATHEW
MAYOR

May 26, 2026

RE: Notice of Public hearing

Request: i.e. Application for a proposed plat consisting of 10.8665 acres located at 10711 Cash Road, Stafford, TX 77477).

LEGAL DESCRIPTION: 10.8665 acres of land situated in the William Stafford 1-1/2 League Survey, Abstract No. 89, Fort Bend County, being all of Unrestricted Reserve "Q5" of Freeport Southwest Section Ten, according to the plat recorded under Fort Bend County Public Records Plat No. 20060047.

Dear Property Owner:

The City of Stafford is considering a proposed plat application submitted by Ajax Cash Road, LLC for a development to be known as Goodman Commercial Park. The purpose of the proposed replat is to subdivide the property into two separate reserves to facilitate future commercial development.

A public hearing before the Planning and Zoning Commission will be held on Tuesday, June 9, 2026, at 6:30 p.m. at City Hall, located at 2610 South Main Street, Stafford, Texas 77477. This hearing is open to the public and will provide an opportunity for interested parties to comment on the proposed rezoning.

The City Council will also hold a public hearing on Wednesday, June 17, 2026, at 6:30 p.m. at the same location. In addition to speaking at the public hearing, property owners are afforded certain rights under Section 211.006(d) of the Texas Local Government Code.

This notice is provided in accordance with state law to the owners of the subject property and to owners of real property located within 200 feet of the site, as reflected in the most recently approved municipal tax roll.

For additional information, please contact (281) 261-3920.

Sincerely,

Silvia Bolivar

Silvia Bolivar, PLA AICP
City Planner

CITY OF STAFFORD
DEVELOPMENT SERVICES
PROOF OF MAILING
EXHIBIT E

PLANNING AND ZONING MEETING
PROJECT #2026-713
MEETING DATE: June 9, 2026
MAILING: May 28, 2026

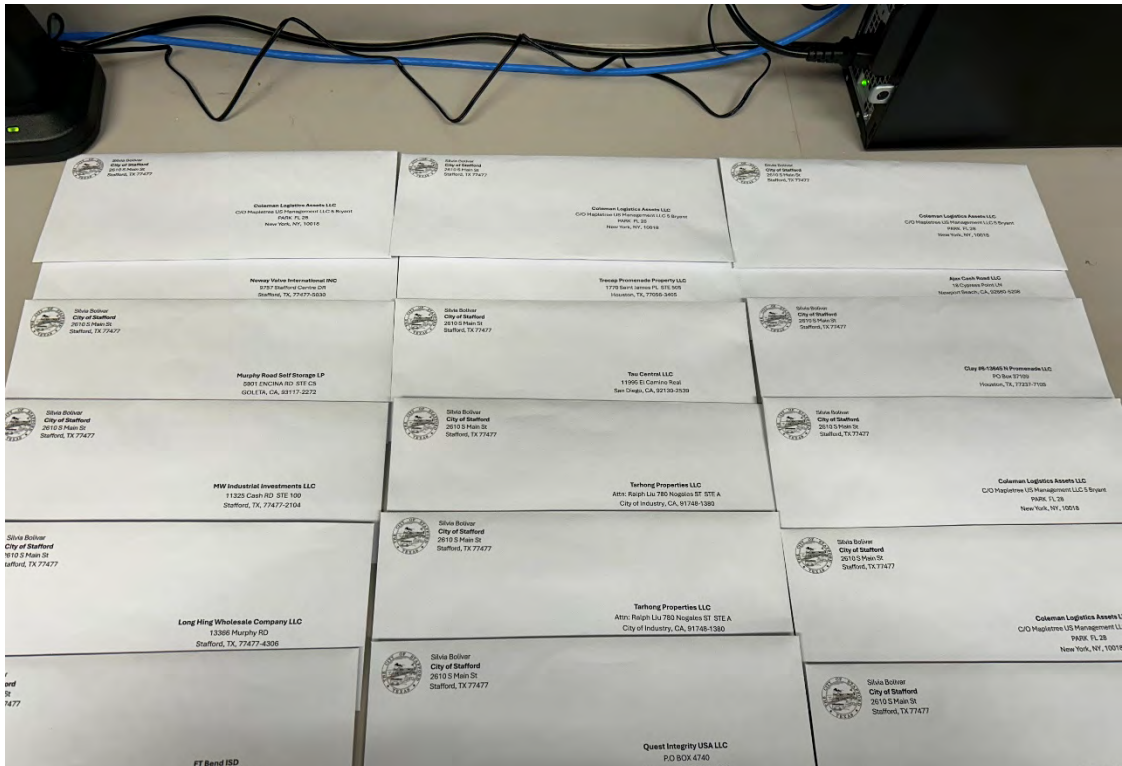


Figure 1: Proof of Mailing_10711 Cash Road



Figure 2: Proof of Mailing

CITY OF STAFFORD
DEVELOPMENT SERVICES
PROOF OF MAILING
EXHIBIT E

PLANNING AND ZONING MEETING
PROJECT #2026-713
MEETING DATE: June 9, 2026
MAILING: May 28, 2026

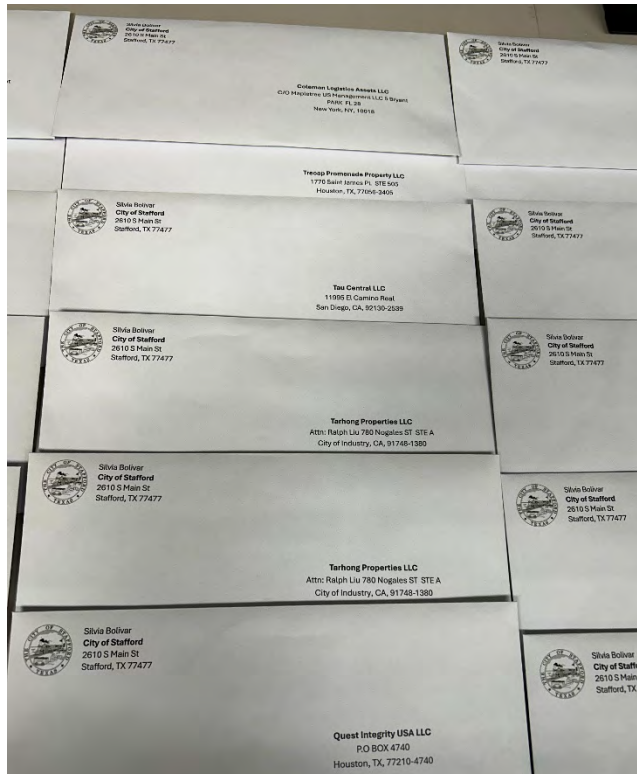


Figure 3: Proof of Mailing



Figure 4: Proof of Certified Mail

CITY OF STAFFORD
DEVELOPMENT SERVICES
PROOF OF MAILING
EXHIBIT E

PLANNING AND ZONING MEETING
PROJECT #2026-713
MEETING DATE: June 9, 2026
MAILING: May 28, 2026



Figure 5: Proof of Certified Mail



Figure 6: Proof of Certified Mail





Figure 3: Subject site.



Figure 4: Subject site.



Figure 5: Subject site.



Figure 6: Subject site.



Figure 7: Subject site.



Figure 8: Posted sign request along Cash Road.



Planning and Zoning Division
2610 S. Main St.
Stafford TX 77477
281-261-3920
www.staffordtx.gov

SUBDIVISION PLAT & REPLAT

Application Instructions

Please provide the following items and information requested in the checklist below along with the application found on pages 1-3

A complete application packet with applicable fees must be submitted to the Planning & Zoning Division by 4 pm at least 8 days prior to the Planning and Zoning Commission meeting if no Public Notice is required. Applications submitted after that date will be considered for the next available meeting.

If you have any questions regarding the process or the requests for information, please contact the Planning & Zoning Division.

Application Checklist –

- ☐ Application (Pg. 3 and 4)
- ☐ Acknowledgment Form Signed and Notarized by Property Owner (Pg. 5)
- ☐ Fee Payable to "City of Stafford"- See Fee Schedule (Pg. 2)
- ☐ Property Survey showing existing structures
- ☐ Aerial Photograph with property outlined
- ☐ Property Deed or Purchase Contract
- ☐ Legal Description
- ☐ Copy of Deed Restrictions of Property (if applicable)
- ☐ Plat (24X36) prepared in accordance with Chapter 82 requirements
- ☐ City Planning Letter Title Report/Opinion or Statement or Certificate – certifying that all existing encumbrances (Easements, fee strips etc.) are fully shown and identified. (either separate writing or on face of plat)
- ☐ Evidence of Notice to All Utility Companies or Utility Letter of No Objection (Public & Private)

Once Plat is approved

- ☐ Mylar
- ☐ Tax Certificate dated within 30 days of Mylar being furnished to the City
- ☐ Letter of No Objection from Utilities (if not already furnished)
- ☐ Updated City Planning Letter/Title Report dated within 30 days of Mylar being furnished to the City

*All electronically submitted documents must be PDF and the name shall reflect the content of the submitted document.

FINAL SUBDIVISION PLAT/REPLATTING APPLICATION

SPECIAL NOTICE

Submission of this application does not constitute the granting of approval. All appropriate requirements must be met prior to this project being presented for approval to the appropriate authority. The City of Stafford reserves the right to request additional information to ensure a complete review of this project.

Contact Information

Applicant Information (Property Owner/Developer):

Business Name: AJAX CASH ROAD, LLC

Name: Richard Goodman

Address: 18 Cypress Point Ln

Newport Beach, CA 92660

(Please use an address that can accept overnight
packages)

Phone: 949-644-6842

Email: rcgoodman.cox.net

Agent Information:

Business Name: The Homestead Group

Name: Zach Mayer

Address: 19135 Edgehill Dr

Irvine, CA 92603

(Please use an address that can accept overnight
packages)

Phone: 714-348-4522

Email: zach@thehomesteadgroup.co

Please note: both applicant and agent will receive all official correspondence on this project.

Property and Ownership Information

Address or location: 10711 Cash Rd, Stafford, TX 77477

Land Area (Ac. Or Sq. Ft.): 10.867 AC Zoning: RCLM Current Number of Lots: 1

List and describe, in general terms, all easements of fee strips previously granted across or within the proposed subdivision/replat:

10' H.L. & P AERIAL ESMT., 10' H.L. & P. ESMT. TOGETHER W/ UNOBSTRUCTED 10' AERIAL ESMT, 10' WATER LINE EASEMENT.

Name of Fee Owner: AJAX CASH ROAD, LLC

Mailing Address: 18 Cypress Point Lane, Newport Beach, CA 92660

Provide names and telephone numbers of all persons that have an equitable or legal ownership in the property with a fair market value of \$2,500 or more:

If an owner is a business entity, provide the names of all persons that own 10% or more of the business, or \$15,000 or more of the fair market value of the business entity.

Provide the names of ALL lien holders.

AMERICAN EQUITY

Project Description

Proposed Number of Lots: 2 Average Size: 5.433 AC Density: _____

Is this plat part of a development project? ☒ Yes ☐ No

Is this plat a replat? ☒ Yes ☐ No

Name of Existing Plat (if applicable): Freeport Shouthwest Section Ten, Replat of Reserve "Q"

Name of New Plat: Goodman Commercial Park

Subdivision Type: ☐ Commercial ☒ Industrial ☐ Residential ☐ Other: _____

Are there Public Facilities to be dedicated? ☐ Yes ☒ No

If yes, explain type of facilities (storm, sanitary and water) and sizes.

As new streets being proposed?: ☐ Yes ☒ No

If yes, are the streets private streets: ☐ Yes ☒ No

Right-of-way and Pavement Widths: 100' - R.O.W. & 80' Pavement Width

Are off-site private utilities to be constructed? ☐ Yes ☒ No

If yes, explain type of facilities

Pre-Development

Have you held a pre-development meeting with the city about this project?

Yes

Have you discussed this proposal with city staff? If yes, what issues were discussed?

Yes, the following issues were discussed:

Utility connections, drainage requirements, fire compliance, site setbacks, and easement requirements.

ACKNOWLEDGMENTS

This application and any application supplement will not be considered complete without the notarized signature of **all property owners of record**, which shall serve as an acknowledgment of the submittal of this application for approval. The property owner's signature below shall also serve as authorization for the above applicant or agent to act on behalf of said property owner.

Richard Goodman
Property Owner Signature
18 Cypress Point Lane, Newport Beach CA 92660

Mailing Address: _____

Richard Goodman
Property Owner Name (Printed)

Phone: 949 644 6842
If more than one owner, please submit additional pages

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____ who is personally known to me or who has produced
_____ as identification.

Signature of Notary

Type or Print Name of Notary

Commission Number (Seal)

See Attached Notary
☒ Acknowledgment DU
☐ Jurat

(For office use only)

INTAKE REVIEWER - SIGNATURE

DATE

ACKNOWLEDGMENT

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

State of California
County of Orange

On April 23, 2024 before me, Dinorah Vidal, Notary Public
(insert name and title of the officer)

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

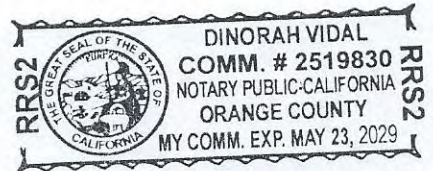
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Dinorah Vidal

(Seal)





221
53
97300037 MTR Smc. 41
STEWART TITLE HOUSTON DIVISION

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
FREEPORT SOUTHWEST BUSINESS PARK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for FREEPORT SOUTHWEST BUSINESS PARK (this "Declaration"), made as of the date hereinafter set forth by FSWBP, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 226.0402 acres of land in the City of Stafford, Fort Bend County, Texas, consisting of a 217.6261 acre tract, a 5.7433 acre tract, and a 2.6708 acre tract, which tracts are more particularly described by metes and bounds on Exhibit "A" attached hereto (collectively, the "Protected Tract"); and

WHEREAS, Declarant plans to subdivide and develop the Protected Tract for commercial purposes and intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvements for the benefit of all owners of the property within the Protected Tract and such other property, if any, as may hereafter be annexed into the jurisdiction of the Association (as hereinafter defined) and Declarant desires to provide a flexible and reasonable procedure for the overall development of such property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" is hereby subjected to the provisions of this Declaration and such property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

1. Definitions. The following definitions shall be applicable to this instrument:

(a) "Association" - Freeport Southwest Owners Association, Inc., a non-profit corporation organized under the laws of the State of Texas for the purposes set forth in this Declaration.

RETURN TO: EDWARD S. CUTRER
STEWART TITLE-HOUSTON
P. O. BOX 1504
HOUSTON, TEXAS 77251-1504

(b) "Building Site" - A portion of the land within the Protected Tract on which a building or buildings have been or may be constructed.

(c) "Charge" - An annual maintenance fee levied by the Association to provide funds to be expended for the purposes hereinafter set forth, which Charge shall include, but not limited to, a fee for managing the day to day operation of the Protected Tract.

(d) "Commercial ACC" - A committee composed of not less than three (3) persons appointed by the Association to perform the duties and responsibilities hereinafter set forth.

(e) "Common Landscaped Areas" - Those portions of the Protected Tract over which a landscape easement has been granted to and accepted by the Association as well as such other property within the Protected Tract or in the vicinity of the Protected Tract which is included by the Association from time to time in the Association's landscaping plan.

(f) "Excusable Delay" - A period of time equal to the duration of delays caused by fire, act of God, shortage of labor or materials, strike, lockout, casualty or other conditions beyond a person's reasonable control.

(g) "Landscape Setback" - The area of a Building Site between the curb of a public street and the applicable building set back line for such Building Site.

(h) "Master Landscape Development Guidelines" - A written document establishing comprehensive landscape design, installation and maintenance criteria for the development of those areas within the Protected Tract which are to be landscaped in accordance with this Declaration.

(i) "Member" - Every person or entity which holds a membership in the Association. The Owner or Owners of each Building Site shall be Members of the Association; provided however, in the case of a Building Site which is wholly or partially subject to a condominium regime or cooperative corporation, said condominium regime acting through an owners association or similar entity or said cooperative corporation shall be the Member of the Association for such Building Site.

(j) "Owner" - The holder(s) of record title to any Building Site. The holder of a lien or mortgage against all or any part of a Building Site shall not be deemed an "Owner" for purposes of this Declaration prior to a foreclosure of such lien or mortgage or to any other event resulting in the

title to such mortgaged Building Site passing to such mortgagee.

(k) "Protected Tract" - The tract or tracts of land described in Exhibit "A" hereto.

2. Permitted Uses. The Protected Tract shall be generally used for any residential or commercial purpose, unless prohibited by the further provisions of this Declaration.

3. Prohibited Uses. Except as hereinafter provided, the following operations and uses shall not be permitted on any portion of the Protected Tract:

(a) Any use that is offensive by reason of odor, gas, fumes, dust, smoke, noise, pollution or vibration or that otherwise constitutes a nuisance or is hazardous, dangerous or unsafe;

(b) Commercial excavation of building or construction materials (but excluding excavation in connection with construction of improvements on the Protected Tract);

(c) Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse, or the construction or operation of water or sewage treatment plants or electrical substations (excluding such plants as may be operated by public utility companies or by utility districts or governmental authorities providing services to the Protected Tract);

(d) Smelting of iron, tin, zinc or other ores; or refining of petroleum or its products;

(e) Storage in bulk of bulk or used materials;

(f) Manufacturing; provided that light industries, including without limitation, manufacturing, warehousing and distribution operations, and research facilities, are permitted;

(g) Wholesaling of any kind or any auction business.

(h) Mobile homes, modular homes or tents; or

(i) Any other activity or use which in the sole discretion of the Association's Board of Directors is obnoxious to or out of harmony with a first-class commercial business development.

No use shall be permitted which is in violation of the laws of the United States or the State of Texas or any subdivision thereof.

Written approval by the Association of a particular use shall be conclusive evidence of compliance with this Declaration to the extent that such use is not in violation of any law or ordinance. The members of the Association's Board of Directors shall not be liable to any person in respect of any use for which the Association's Board of Directors has in good faith granted such approval.

4. Architectural and Design Control. Construction or alteration of any building on a Building Site within the Protected Tract shall meet the standards set forth in this Declaration and the Association's Guidelines (as hereinafter defined). Further, all construction or alterations on a Building Site shall be subject to the approval of the Commercial ACC. The Association's board of directors shall have the right to appoint all members of the Commercial ACC as well as the right to remove any member. The Commercial ACC is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist it in performing its functions set forth herein.

No building or other improvement shall be constructed within the Protected Tract and no changes shall be made to any building or improvement which may hereafter be constructed thereon until the plans and specifications therefor (including without limitation, where applicable in the judgment of the Commercial ACC, a site plan, exterior elevations, colors, construction material, structural design plan, grading and drainage plan, site landscaping and irrigation, all exterior lighting, site signage, utility layout, location and nature of recreational equipment, recreational facilities and recreational areas, and the location of mail boxes and receptacles for trash) have been submitted to and approved in writing by the Commercial ACC. Such approval process shall extend to type and quality of materials, harmony of exterior design and colors with existing structures on the particular Building Site and on other nearby Building Sites or in the area and location with respect to topography and finished ground elevations.

The Association may from time to time establish development guidelines and standards for the Building Sites within the Protected Tract (the "Association's Guidelines") for site planning, architecture, construction, building materials, fencing, sidewalks and landscaping, and, if and when such guidelines and standards are established, the same shall be used as the basis for review and approval or disapproval of plans and specifications by the Commercial ACC. The person or entity submitting plans and specifications for review shall be advised in writing of (i) the approval thereof by the Commercial ACC or (ii) the segments or features thereof which are deemed by the Commercial ACC to be inconsistent or not in conformity with this Declaration or the Association's Guidelines. All buildings and other improvements within the Protected Tract shall be built and made in accordance with plans and specifications as the same may have been finally

approved by the Commercial ACC. Notwithstanding the Commercial ACC's approval of the plans and specifications for improvements to be constructed on a Building Site, no improvements or buildings shall be constructed on any Building Site unless all aspects thereof meet all the requirements of this Declaration.

All buildings in the Protected Tract shall have exterior walls of permanent, architecturally-finished materials to finished grade acceptable to the Commercial ACC, and no substantial portion of a building shall be covered with sheet or corrugated aluminum, asbestos, iron or steel. When a construction material is specified herein or in any guidelines promulgated by the Association, another material may be used in lieu thereof, provided such material is determined by the Commercial ACC to be the equivalent of, or better than, said specified material. The members of the Commercial ACC shall not be liable to any person under any theory or under any circumstances in connection with the approval or disapproval of plans and specifications, including, without limitation, any liability based on soundness of construction, adequacy of plans and specifications or otherwise. Further, in the construction of improvements, the Owner of each Building Site must comply with all applicable laws, rules, regulations, zoning ordinances, building codes and governmental requirements including, without limitation, those related to the installation of sidewalks and similar amenities and all ordinances of the City of Stafford, Texas.

Any member of the Board of Directors or the Commercial ACC and their representatives shall have the right during reasonable hours to enter upon and inspect any Building Site with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In the event the Commercial ACC shall determine that such plans and specifications have not been approved or are not being complied with, the Association or the Commercial ACC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In addition to any other remedies available to the Association, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

5. Landscape Installation. The Commercial ACC shall establish the Master Landscape Development Guidelines for the Building Sites within the Protected Tract. Landscaping, underground irrigation and berms for all open, unpaved spaces within a Building Site, including, but not limited to, the Landscape Setback, and side and rear building set-back areas, shall be installed by the Owner, at its sole cost and expense, in accordance with the Master Landscape Development Guidelines. Such landscaping shall include, without limitation, visual screening required by this Declaration and the Master Landscape Development

Guidelines. Installation of the required landscaping and irrigation within a Building Site must be completed within thirty (30) days following the occupancy or substantial completion of any building, whichever occurs first, subject to reasonable extensions for Excusable Delay. If such required landscaping and irrigation is not timely installed the Association may cause the same to be installed at the expense of the Owner, in the same manner and with the same effect as if such installation were maintenance required by Section 18 below. The Owner shall require its landscape contractor to guarantee for a minimum period of one (1) year all trees installed on a Building Site and for a minimum period of three (3) months all other plants other than annuals and grass, with such periods to begin upon the date such installation is satisfactorily completed in accordance with the Master Landscape Development Guidelines.

6. Landscape Maintenance. The Association shall maintain all landscaping, berms and irrigation installed in medians within public streets and in the Common Landscaped Areas. The Owner of each Building Site shall, at its sole cost and expense, maintain all landscaping, berms and irrigation required by this Declaration to be installed by the Owner. All landscaping installed on Building Sites in the Protected Tract shall be maintained in accordance with the Master Landscape Development Guidelines. No excavation shall be made on, and no sand, gravel or soil shall be removed from the Protected Tract, except in connection with the construction of improvements thereon, and upon completion thereof, exposed ground openings shall be backfilled and disturbed ground shall be graded, leveled, and paved or landscaped. Adequate erosion control shall be maintained during construction on a Building Site. All storm water falling on a Building Site must be collected on site into subsurface drainage structures which must discharge into a storm sewer or other drainage facility approved by the Commercial ACC and which complies with applicable laws and regulations.

7. Setbacks. Minimum building/improvement and parking area setbacks on Building Sites shall be as follows (measured at right angles from the property line):

	<u>Building Improvements</u>	<u>Parking Area</u>
Cash Road	30 ft.	30 ft.
Promenade Road	20 ft.	20 ft.
Trinity Drive	20 ft.	20 ft.
Other Public Streets	20 ft.	15 ft.
Side Building Site Line	10 ft.	5 ft.
Rear Building Site Line	10 ft.	5 ft.

No building or other structure on a Building Site shall be erected nearer to any street or to a side or rear property line than is

permitted by the applicable building improvements setback line herein established; provided, however, fences may be erected on a Building Site between the parking area setback line and the building improvements setback line. In addition, the Commercial ACC may relax setback requirements where necessary or desirable to accomplish a more effective and compatible land utilization.

8. Parking Requirements. The parking of automobiles or other vehicles on the streets within the Protected Tract is prohibited except for temporary periods not to exceed twelve (12) hours. Adequate automobile parking spaces, including, without limitation, spaces for resident, employee, customer and visitor parking shall be provided on each Building Site and all such parking areas shall be internally drained, and permanently surfaced with concrete or asphalt. Minimum parking requirements/spaces shall be the greater of (i) the parking requirements of the City of Stafford, or (ii) the following:

<u>Use</u>	<u>Minimum Number of Spaces</u>
Office -	3.5 spaces per 1,000 gross square feet of building area devoted to office purposes
Retail -	4 spaces per 1,000 gross square feet of building area devoted to retailing purposes
Industrial/Manufacturing -	2 spaces per 1,000 gross square feet of building area

Design and construction of parking areas should provide for a reasonable mix of full size, mid size and compact size parking spaces. No use shall be made of any Building Site or any improvements constructed thereon which requires or is reasonably expected to require or attract parking in excess of the capacity of the facilities maintained for parking on such Building Site. Parking will not be permitted on any street or at any place other than designated parking areas shown on the plans and specifications approved by the Commercial ACC, and the Owner shall be responsible for compliance by its respective tenants, employees, and visitors with the parking requirements of this Declaration. The determination of whether or not a Building Site has adequate off-street parking facilities shall be in the sole discretion of the Commercial ACC. The Owner shall, at its expense, cause to be installed and maintained, in compliance with applicable law and reasonable standards established by the Commercial ACC, adequate no-parking and other traffic control signs on public streets adjacent to such Building Site. All parking areas for Building Sites used primarily for purposes other than retailing shall be screened from public view with approved fencing, or berms and shrubs of type and species and in a manner approved in writing by the Commercial ACC. Unless otherwise approved in writing by the

Commercial ACC prior to construction, parking will not be permitted in front of any parking setback line. To the extent that appropriate governmental authority may from time to time require more parking spaces than those required by these Protective Covenants, such governmental requirements shall control, but the minimum parking requirements established by these Protective Covenants shall never be reduced except by prior written approval of the Commercial ACC.

9. Loading Docks. Loading docks will not be permitted to face any adjacent street and provision must be made for all loading and unloading on those sides of a building which do not face a street; provided, however, in any instance in which a building will face streets on two or more sides, a loading dock or docks will be permitted on the side of such building farthest from the street. All loading docks must be screened from public view in a manner approved in writing by the Commercial ACC. All loading and unloading activities within the Protected Tract shall be conducted at the rear of office, commercial and industrial buildings, and in the case of residential units, loading and unloading shall be conducted off public streets. A suitable plan for loading and unloading on Building Sites used primarily for retailing purposes shall be established by the Commercial ACC on a site-by-site basis.

10. Screening. No articles, goods, materials, incinerators, storage tanks, refuse containers (other than small garbage containers for use by retail businesses), or like equipment shall be permitted on any Building Site in the open or exposed to public view, or view from the ground floor of adjacent buildings. If it shall become necessary to store or keep such materials or equipment outside of a building, they must be screened from view by a screen of a height at least equal to that of the materials or equipment being stored, but not less than eight (8) feet in height. Adequate screening must also be provided to shield such stored materials and equipment from view from the ground floor level of all adjacent buildings. All storage shall be limited to the rear two-thirds (2/3) of a Building Site and under no circumstances shall any materials or equipment be stored between the property lines of a Building Site and the applicable building setback from any street.

Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents, roof top mechanical equipment, parapet walls, playground and recreational equipment, recreational areas, and any other structures and equipment on a Building Site or on the improvements thereon must be architecturally compatible (as determined by the Commercial ACC) with such improvements or effectively shielded from view by an architecturally sound method approved in writing by the Commercial ACC. All utility and service system components and trash pick-up stations must be integrated with the building they serve or must be screened by a fence or wall of compatible materials approved in

writing by the Commercial ACC and must not be visible above such screening. Ground or pad mounted equipment, such as power transformers and air conditioning equipment, shall be screened from view by fencing or landscaping, all of which must be approved in writing by the Commercial ACC. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, unmounted camper bodies, boats, rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any Building Site unless properly screened from public view in a manner approved in writing by the Commercial ACC. All sales equipment, fixtures and merchandise shall be displayed only in the interior of a building, unless otherwise approved in writing by the Commercial ACC. No clothing or other material shall be aired or dried within the Protected Tract except in an enclosed structure. No window or wall type air conditioners shall be used, erected, installed or maintained on or in any building or improvement within the Protected Tract.

11. Utilities. No outside pipe conduit, cable, or line for water, gas, sewage, drainage or steam shall be installed or maintained above the surface of the ground within any Building Site, unless otherwise approved in writing by the Commercial ACC. Electricity or any other energy or service may be installed above ground only with the prior written approval of the Commercial ACC.

12. Exterior Illumination. Exterior illumination, if such is to be provided on a Building Site, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or adjacent land. All ground level floodlighting fixtures shall be depressed or screened from public view in a manner approved in writing by the Commercial ACC. Parking area lighting, arcade lighting and all other illumination shall be subject to the written approval of the Commercial ACC.

13. Antennae. No television, radio or other antenna of any type, including satellite dishes, shall be constructed, erected, placed or maintained outside of any building or other improvement within the Protected Tract unless the design, construction, location, height and mounting of such antennae shall have received the prior written approval of the Commercial ACC.

14. Animals. Except in connection with the operations of a pet store or a veterinary clinic and except as provided in the following sentence, no animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Protected Tract. Not more than a total of two (2) normal household pets may be kept by the owner or occupant of a residence within the Protected Tract, subject to any rules and regulations adopted by the Association concerning the keeping of pets. However, pets may not be raised, bred, or kept for any commercial purpose within those portions of the Protected Tract developed for residential purposes, if any.

15. Signs. Prior to erecting any sign on a Building Site, detailed drawings and specifications for such proposed sign, including, without limitation, site information signs, shall be submitted to the Commercial ACC for its prior written approval. All signs, both temporary and permanent, on Building Sites which are visible from a public right-of-way within the Protected Tract shall conform to overall sign guidelines established by the Commercial ACC and the design and material of every sign on a Building Site in the Protected Tract must be approved in writing by the Commercial ACC. The Commercial ACC may develop signage standards from time to time that will be made available to any owner upon request. Unless otherwise approved in writing by the Commercial ACC, all signs (other than pylon signs located within Building Sites used primarily for retailing purposes) must be attached to a building, parallel to and contiguous with its wall, and must not project above its roof line. No mobile or portable sign and no sign with flashing lights or moving characters shall be permitted. No signs may be painted on buildings or other structures unless otherwise approved in writing by the Commercial ACC. No signs (other than traffic control signs and informational signs erected by or with the permission of the Commercial ACC) may be erected in any street right-of-way or other easement. With the prior written consent of the Commercial ACC, temporary ground mounted signs may be erected in the setback areas of a Building Site for the sole purpose of advertising the selling/leasing of or businesses to be conducted thereon, and such signs may be larger and of a different character than permanent signs. All temporary signs must be removed when the principal building(s) on the applicable Building Site is substantially occupied. Pylon signs advertising businesses being conducted on Building Sites used primarily for retailing purposes may be located anywhere on such Building Site, subject, however, to the right of the Commercial ACC to approve such location.

If, at any time, the purchaser, Owner, occupant or lessee or any Building Site shall be in violation of this Section 15, the Association, without being deemed to be guilty of a trespass and without being otherwise liable to such purchaser, Owner, occupant or lessee, or to any other person, may enter upon the Building Site or any part thereof and may remove any sign not complying with this Section 15 or not previously approved as herein required. For purposes of this Section 15, "signs" shall include, without limitation, flags, flagpoles, awnings, bunting, outdoor wall hangings, canopies and pylons. All costs incurred by the Association in removing signs which do not comply with this Section 15, together with interest thereon from the date the costs are incurred until repaid at the maximum lawful rate, shall be due and payable by the Owner upon demand. The repayment of such sums shall be secured by the mechanic's lien created by Section 18 below as if such costs were incurred in performing maintenance on such Building Site.

16. Temporary Structures. No temporary building or structure other than construction offices and structures related to construction shall be installed or maintained on any Building Site during building or improvement construction without the prior written approval of the Commercial ACC. All temporary structures used for construction purposes on a Building Site must receive prior approval from the Commercial ACC with regard to location and appearance, and must be removed promptly upon substantial completion of construction of the building or improvement to which they relate.

17. Easements. No structure shall be erected on any easement within the Protected Tract, and no improvement may be placed within such easements without the prior written approval of the Commercial ACC and the holder of such easement rights. Easements may be crossed by driveways and walkways upon receipt of the prior written approval of the holder of such easement rights and provided appropriate measures are taken to protect the pipes, lines and installations within such easements. Neither the members of the Commercial ACC nor the holder of such easement rights shall be liable for any damage done by them or their respective assigns, agents, employees or contractors to shrubbery, trees, flowers, plantings or improvements located in, on or under the land burdened by such easements.

18. Maintenance. At all times the Owner shall keep his Building Site and premises and all buildings, improvements, appurtenances, sidewalks, berms and landscaping thereon, in a well-maintained, repaired, safe, clean and attractive condition and free of rubbish and refuse which is not adequately or properly contained. Trash, garage, or other waste shall not be kept except in sanitary containers approved by the Commercial ACC and placed on the Building Site so as not to be visible to the public. Nevertheless, all trash, garbage or other waste shall be removed from each Building Site no less often than once per week. If any improvements within the Protected Tract are damaged or destroyed, the Owner of the property containing such improvements shall diligently proceed to restore such improvements to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvements and restore the property to a clean and attractive condition. If, in the reasonable opinion of the Association, any Owner is failing in its obligations under this Section 18, the Association shall give such Owner notice of such fact and such Owner must, within fifteen (15) days of such notice, undertake the repair and maintenance required to restore such Owner's property to a safe, clean and attractive condition. Should any Owner fail to fulfill this duty and responsibility after such notice, then the Association shall have the right and power to enter upon such Building Site through its agents, without liability to such Owner (or any lessee, tenant, invitee, customer, or licensee of such Owner) for trespass or otherwise, and to perform such repair and maintenance, and such Owner shall be personally

liable for the cost of such work and shall upon demand reimburse the Association for the cost thereof. If such Owner shall fail to so reimburse the Association within twenty (20) days after demand, such cost shall be a debt of such Owner, payable to the Association and shall be secured by a mechanic's and materialman's lien against the buildings and improvements on the applicable Building Site. Such lien shall be subordinate to purchase money liens and liens to finance the purchase and/or construction on such Building Site recorded in real property records of Fort Bend County, Texas, prior to the date payment of such cost is due, and any foreclosure of any such prior lien shall extinguish the liens securing sums due and payable pursuant to this Section 18 prior to such foreclosure date, but no such foreclosure shall free any Building Site from the lien securing costs thereafter becoming due and payable under this Section 18, or shall extinguish the personal obligation of any such Owner to pay such costs. The duty and responsibility imposed by this Section 18 shall be over and above any maintenance which may otherwise be performable pursuant to these Protective Covenants. All sums advanced by the Association pursuant to this Section 18 shall bear interest at the maximum lawful rate from date of advance until repaid.

19. Association Organization. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Protected Tract, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the owners of the Building Sites within the Protected Tract.

20. Association Voting. The Association shall initially have two classes of voting membership:

- (a) CLASS A. Class A members shall be all Owners with the exception of the Declarant. When more than one person holds an ownership interest in any Building Site, all of such Owners shall be Members. The vote for such Building Site shall be exercised as they among themselves determine.
- (b) CLASS B. The Class B member shall be the Declarant.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events: (i) when the total votes in the Class A membership equal the total votes in the Class B membership, or (ii) on December 31, 2009 or such earlier date that the Declarant may hereafter elect and specify in a recorded instrument.

On matters of Association business which the Association's board of directors determines shall be or applicable law requires to be submitted to and voted upon by the Members of the Association, each Class A Member shall be entitled to the number of votes equal to the quotient obtained by dividing the gross area in square feet of the applicable Building Site owned by such member by 10,000 and rounding such result to the nearest whole number and the Class B Member shall be entitled to the number of votes equal to five (5) times the quotient obtained by dividing the gross area in square feet of the Building Site(s) owned by the Class B Member by 10,000 and rounding such quotient to the nearest whole number. Votes may be cast by duly authorized proxy.

Written notice of the purpose, time, and place of any meeting of the Members of the Association shall be given to all Members entitled to vote at such meeting, not less than ten (10) days or more than sixty (60) days in advance of such meeting. At any meeting of the Members of the Association, the presence of Members and/or their proxies entitled to cast at least sixty percent (60%) of all the votes entitled to be cast at such meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the aforesaid notice requirement, but the required quorum for such subsequent meeting shall be one-half (1/2) of the quorum required at the preceding meeting; provided, however such subsequent meeting must be held within sixty (60) days following the preceding meeting.

21. Imposition of Charge. The Declarant does hereby uniformly impose the charge on all of the Protected Tract (exclusive of any area within streets, boulevards, and other areas heretofore or hereafter dedicated for public purposes). The Charge shall be due and payable annually in advance on January 1. All past due payments of the Charge shall bear interest from their due date until paid at the maximum lawful rate.

22. Rate of Assessment; Method of Calculation. The Charge shall be fixed at a uniform per square foot rate on all property within the Protected Tract except areas within streets, boulevards, and other areas dedicated for public purposes, including property owned by the Association.

23. Amount of Charge. The amount of the Charge shall be fixed annually by the Association's board of directors at least thirty (30) days prior to the commencement of the calendar year to which the Charge applies, in an amount which the board estimates will produce revenues from the property subject to the Charge estimated in good faith to approximate the costs and expenditures to be incurred during the following calendar year to provide the services and to carry out the purposes hereinafter specified and to provide reasonable reserves for contingencies. Notice of the Charge established for a calendar year shall be sent to the Owner of each Building Site subject to the Charge not later than December

15th of the calendar year preceding the calendar year for which the Charge is to be in effect; provided, however, that the providing of such notice of the Charge by such date shall not be a condition precedent to the validity of the Charge or the obligation of the Owners of Building Sites to pay the Charge.

24. Limit on Charge. The Charge shall commence on a date specified by the Association's board of directors and shall be prorated if such date is other than January 1, and shall be set by the Association each year thereafter as hereinabove specified; provided, however, the Charge for any calendar year after the initial year shall not exceed 115% of the Charge for the preceding calendar year unless a greater Charge is approved by majority vote of the Association's Members present at a meeting of the Members of the Association called for such purpose.

25. Security for Charge. Payment of the Charge is secured by a continuing vendor's lien upon each Building Site (the "Lien"); provided, however, such Lien shall be subordinate to any first deed of trust or mortgage lien on a Building Site. Any foreclosure of any such prior lien on a Building Site shall extinguish the Lien securing the amount of the Charge due and payable prior to such foreclosure date, but no such foreclosure shall free any Building Site from the Lien securing the Charge thereafter becoming due and payable.

26. Effect of Nonpayment of Charge. The Charge levied by the Association against each Building Site shall be and is a personal obligation of the Owner thereof and is secured by the Lien reserved herein on the Building Site. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the maximum lawful rate. The Association may bring an action at law against the Owner of the Building Site personally obligated to pay the assessment, or foreclose the Lien created and reserved hereby against the property of such Owner. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge.

The Association's Lien is created by recordation of this Declaration, which constitute record notice and perfection of the Lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Building Site, an Owner grants to the Association a power of sale in connection with the Association Lien. By written resolution, the board of directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of

such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Building Site at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Building Site. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Building Site by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Building Site sold at foreclosure. The Owner shall have no right of redemption after or resulting from a foreclosure sale of the Association's Lien. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the Lien. At any time before a nonjudicial foreclosure sale, an Owner of a Building Site may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Building Site under Chapter 32, Tax Code, shall not discharge the Association's Lien under this paragraph or under a declaration for amounts becoming due to the Association after the date of foreclosure of the tax lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Building Site.

27. Use of Funds. The funds attributable to the Charge may be used for one or more of the following purposes, which listing is not exclusive: planting and landscaping maintenance; mowing; mosquito control and abatement; security services; liability and property insurance for the Association, its directors and property; street sweeping; traffic control; repair and maintenance of public areas, easements and rights of way; illumination; street signs and other signs and forms of identification; maintenance, repair and lighting of boulevards, streets, roads, medians, and parks; repair, replace and maintain fixtures and improvements (such as underground irrigation systems), maintenance of drainage easements and management fees; and such other purposes as may be deemed by the Board of Directors of the Association, in its discretion and good faith, to be necessary or desirable to give effect to and enforce this Declaration and to promote the health, safety, welfare and the general benefit and enjoyment of the Owners of all or portions of the Protected Tract. The judgment of the Board of Directors of the Association exercised in the allocation and expenditure of the Charge shall be final so long as such judgment is exercised in good faith. The enumeration of the purposes for which the Charge may be expended carries no obligation to furnish any of said services except to the extent of funds actually received by the Association and available for such purposes.

28. Special Assessments for Capital Improvements. In addition to the Charge, the Association may levy, once in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement in the Protected Tract owned by the Association, provided that any such special assessment shall have the approval by two-thirds (2/3) vote of the Members of the Association voting at a meeting of the Members duly called for this purpose. Such special assessment will be due and payable as set forth in the resolution authorizing such assessment and shall be levied on a square footage basis against all Building Sites within the Protected Tract. Special Assessments shall be secured by the Lien in the same manner as the Charge and may be collected as specified in Section 26 above.

29. Effect. This Declaration shall be binding upon all Owners of the Protected Tract and all parties claiming by, through and under them and each subsequent Owner of any interest in lands subjected hereto; provided, however, no such person or corporation or Owner shall be liable except in respect of breaches of this Declaration committed during its, his or their ownership of such property. Tenant leases of improvements and the occupancy of all such improvements shall be subject to this Declaration and this Declaration shall be deemed incorporated into and shall be a part of each such lease or occupancy agreement. Each Owner agrees to cause each lessee or occupant of any Building Site to comply with this Declaration and such Owner shall be accountable to the Association for the non-compliance by any such lessee or occupant. Additionally, the Association may enforce against any tenant or occupant. A violation of this Declaration shall not invalidate any mortgage, deed of trust, or other lien acquired and held in good faith, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to this Declaration.

30. Enforcement. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any covenant, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, to obtain any other relief authorized by law. Such enforcement may be by any Owner or the Association. The legal fees and costs incurred by the Association in the enforcement of this Declaration or in the collection of the Charge or any other sums to be paid pursuant to this Declaration shall be paid by the person or entity against whom enforcement is sought should the Association prevail in such action.

31. Validity; Severability. The invalidity or unenforceability of one or more of this Declaration or any part or parts of this Declaration in any instance or as applied to any particular situation shall in no way affect or invalidate the other provisions hereof or the application thereof to other

circumstances, but, to the contrary, all provisions hereof shall remain in full force and effect during the term herein specified and any extension thereof to the full extent and to all circumstances which may be legally enforceable.

32. Term. This Declaration shall bind the Protected Tract for a term of years ending December 31, 2029, after which date this Declaration shall be automatically extended for successive periods of ten (10) years each; provided, however, at any time this Declaration may be altered or amended by a written instrument signed and acknowledged by the then Owners of not less than 65% of the land area within the Protected Tract and recorded in the real property records of Fort Bend County, Texas. Nothing in this paragraph shall be construed as requiring the joinder of any mortgagee or lessee of any property in any declaration or action to alter, amend or extend this Declaration. This Declaration may be cancelled at any time by a written agreement signed and acknowledged by the then Owners of all the land area within the Protected Tract, which agreement shall be filed in the real property records of Fort Bend County, Texas.

33. Notices. Any notice sent to a Member pursuant to this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity appearing on the records of the Association at the date of such mailing.

34. Variances. The Association shall have the right to waive in writing minor variances of any provisions of this Declaration where the same is, in the good faith judgment of the Association, beneficial to the Protected Tract and does not materially adversely affect any portion of the Protected Tract, whether or not such variance or variances are in existence or are prospective.

35. Property. The Declarant, as the Owner thereof or, if not the Owner, with the consent of the Owner thereof, shall have the unilateral right, privilege, and option at any time, to annex additional real property adjacent to or in the vicinity of Protected Tract to the jurisdiction of the Association by filing for record a declaration of covenants, conditions and restrictions in respect to the property being annexed which impresses the property being annexed with and subjects such property to the assessments of the Association on a uniform basis with all other property with the Association's jurisdiction. Any such annexation shall be effective upon the filing for record of such declaration unless otherwise provided therein.

The right reserved by Declarant to annex additional land to the jurisdiction of the Association shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such land to this Declaration or to annex such land to the jurisdiction of the Association. If such additional

land is not annexed, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such land nor shall such rights in any manner limit or restrict the use to which such land may be put by Declarant or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

With the consent of the Owner thereof, the Association's Board of Directors may annex other real property to the jurisdiction of the Association. Such annexation shall require the approval of the Declarant as long as it owns any property within the jurisdiction of the Association. Annexation shall be accomplished by filing of record in the public records of Fort Bend County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

36. Amendment; Termination. This Declaration may be amended from time to time, or terminated, by an instrument executed by Developer and owners of no less than:

(i) eighty percent (80%) of the total acreage of the Protected Tract (including any Building Sites owned by the Developer) if such amendment or termination occurs during the first fifteen (15) years of the term of this Declaration;

(ii) thereafter, two-thirds (2/3rd) of the total acreage of the Protected Tract (including any Building Sites owned by the Developer).

Notwithstanding the above, the Developer shall have the right at any time to amend this Declaration, by an instrument executed by Developer alone, to add additional tracts of land to the Protected Tract covered by this Declaration, provided such additional tracts are either contiguous to any part of the existing Protected Tract or have a boundary line within one thousand feet (1,000') of any of the existing Protected Tract. Any amendment or any termination pursuant to this Section 36 shall become effective when recorded in the Real Property Records of Fort Bend County, Texas. No amendment shall be construed or applied so as to cause existing improvements on any Building Site, which improvements were in compliance with the provisions of this Declaration prior to the amendment, to be out of compliance herewith, and no such amendment shall be construed or applied so as to prohibit the continued use of a Building Site for a purpose for which it was being used in compliance with this Declaration before the amendment.

37. Security. The Association is not required to provide security to any part of the Protected Tract, and shall not be liable for injury to or death of any Owner, lessee, tenant, or other occupant of any land or improvement covered by this

Declaration resulting from criminal activities in or about the Protected Tract.

EXECUTED as of the 9th day of April, 1997.

FSWBP, Ltd. a
Texas limited partnership

By: FSW Land Investors, Ltd., a
Texas limited partnership, its
managing general partner

By: FSW 214, Inc., a Texas
corporation, its
general partner

By: 
Name: ERIC SANFORD II
Title: EXEC. VICE PRESIDENT

Tract I: Description of 217.6261 acres

DESCRIPTION of a 9,479,796 square foot (217.6261 Acres) tract of land in the William Stafford League, Abstract No. 89, Fort Bend County, Texas and being more particularly described by metes and bounds as follows,

BEGINNING at a 1" iron rod in the North line of the William Stafford League, Abstract No. 89 and in the South line of the Thomas J. Nichols Survey, Abstract No. 298 and also in the South line of Greenbriar Southwest Subdivision as recorded in Vol. 23, Page 22 of the Fort Bend County Map Records and being the Northeast corner of the tract herein described,

THENCE, S 02° 34' 59" E, along the centerline of an existing railroad spur line, a distance of 2919.55 feet to a 5/8" iron rod and being the Southwest corner of a 6.089 acre tract described in Clerk's File No. 181106,

THENCE, N 87° 25' 01" E, a distance of 15.00 feet to a 5/8" iron rod and a point for a corner and being the Northwest corner of a 10.85 acre tract described in Vol. 494, page 72 of the Fort Bend County Deed Records,

THENCE, S 02° 34' 59" E, along the common line of said 10.85 acre tract, a distance of 970.39 feet to a 5/8" iron rod at the Southwest corner of said 10.85 acre tract and a point for a corner,

THENCE, N 87° 29' 56" E, along the South line of said 10.85 acre tract, a distance of 312.26 feet to a 1" iron pipe at the Northwest corner of a 0.439 acre tract and a point for a corner,

THENCE, S 02° 32' 19" E, along the West line of said 0.439 acre tract, a distance of 100.00 feet to a 1" iron pipe and said 0.439 acre tract Southwest corner,

THENCE, N 87° 16' 46" E, along the South line of said 0.439 acre tract, a distance of 191.94 feet to a 1" iron pipe in the West Right of Way of Murphy Road (F. M. 1092)(120' R/W),

THENCE, Southerly, along the West Right of Way of Murphy Road and a curve to the right, having a radius of 22,858.33 feet, a chord bearing and distance of S 03° 06' 07" E, 470.48 feet, an arc length of 470.50 feet to a 1" iron pipe for a point of tangent,

THENCE, S 02° 51' 14" E, along the West Right of Way of Murphy Road, a distance of 10.78 feet to a 1" iron pipe in the Northeasterly Right of Way of the Southern Pacific Railroad (100' R/W) and the Southeast corner of the tract herein described,

THENCE, N 63° 16' 52" W, along the Northeasterly Right of Way of the Southern Pacific Railroad, a distance of 2387.04 feet to a 1" iron rod and a point for a corner,

THENCE, N 03° 17' 42" W, leaving said Right of Way, for a distance of 362.02 feet to a 3/4" iron pipe and a point for a corner,

Tract I Continuation: Description of 217.6261 acres

THENCE, S 86° 24' 30" W, a distance of 621.13 feet to a 1" iron rod in the Northeasterly Right of Way of the Southern Pacific Railroad and a point for a corner,

THENCE, N 63° 16' 52" W, along the Northeasterly Right of Way of the Southern Pacific Railroad, a distance of 547.57 feet to a 5/8" iron rod and the Southwest corner of the tract herein described and the Southeast corner of Houston Shell and Concrete Company tract,

THENCE, N 02° 25' 36" W, along the common line of Houston Shell and Concrete, a distance of 1134.15 feet to a 3/4" iron pipe and a point for a corner,

THENCE, S 86° 34' 43" W, along the common line of Houston Shell and Concrete, a distance of 159.83 feet to a 3/4" iron pipe and a point for a corner,

THENCE, N 02° 24' 35" W, along the common line of Houston Shell and Concrete, a distance of 1554.67 feet to a 5/8" iron rod in the North line of the William Stafford League and the South line of Greenbriar Southwest and the Northwest corner of the tract herein described,

THENCE, N 87° 28' 11" E, along the North line of the William Stafford League and the South line of Greenbriar Southwest, a distance of 2813.26 feet to the POINT OF BEGINNING and containing 217.6261 Acres.

A METES AND BOUNDS description of 5.7433 acres (250,180 square feet, square footage is based on the mathematical closure of the courses and distances described herein) of land within Unrestricted Reserve "A" of the Promenade at Stafford Run, a duly recorded subdivision under Slide Nos. 845B through 847A of the Fort Bend County Plat Records, and being out of the William Stafford 1-1/2 League Abstract No. 89, Fort Bend County, Texas. Said 5.447 acres being more particularly described as follows, bearings are based on North 88 deg. 59 min. 08 sec. East along the North right-of-way line of Carriage Lane (60 feet wide) of said Promenade at Stafford Run:

BEGINNING at a set 1-inch iron pipe (with cap stamped "Cotton Surveying") marking the Southwest corner of said Unrestricted Reserve "A" and being located in the South right-of-way of said Carriage Lane;

THENCE along said West line of Unrestricted Reserve "A" the following three (3) courses and distances:

1. North 00 deg. 58 min. 53 sec. West, 76.27 feet to a 1/2-inch iron rod found for corner;
2. North 01 deg. 02 min. 13 sec. West, 484.90 feet to a 1/2-inch iron rod found for corner;
3. North 00 deg. 31 min. 57 sec. West, 1007.88 feet to a 5/8 -inch iron rod (with cap stamped "Cotton Surveying") set for corner and being located on the Southwesterly line of a Houston Pipeline Company Easement (30 feet wide);

THENCE, along the Southwesterly line of said Houston Pipeline Company Easement the following three (3) courses and distances:

1. South 59 deg. 20 min. 00 sec. West, 139.43 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;
2. South 08 deg. 47 min. 00 sec. East, 16.10 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;
3. South 39 deg. 18 min. 01 sec. East, 373.71 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner, and being located in the West right-of-way line of Promenade Boulevard (varying width); said point also being located in the arc of a non-tangent curve to the left;

THENCE, 102.52 feet along the arc of said curve, and the West right-of-way line of Promenade Boulevard, having a radius of 875.00 feet, a central angle of 06 deg. 42 sec. 48 min., a long chord bearing of South 10 deg. 17 min. 59 sec. West, 102.46 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 88 deg. 59 min. 08 sec. West, 301.88 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 00 deg. 31 min. 57 sec. East, 115.23 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 01 deg. 00 min. 52 sec. West, 1067.68 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner and being located in the aforementioned North right-of-way line of Carriage Lane;

THENCE, South 88 deg. 59 min. 08 sec. West, 124.11 feet, along said North right-of-way line of Carriage Lane to the POINT OF BEGINNING, CONTAINING 5.7447 acres of land in Fort Bend County, Texas.

EXHIBIT "A"

Tract III: Description of 2.6708 acres

A METES AND BOUNDS description of 2.6708 acres (116,341 square feet, square footage is based on the mathematical closure of the courses and distances described herein) of land within Unrestricted Reserve "D" of the Promenade at Stafford Run, a duly recorded subdivision under Slide Nos. 845B through 847A of the Fort Bend County Plat Records, and being out of the William Stafford 1-1/2 League, Abstract No. 89, Fort Bend County, Texas. Said 2.6720 acres being more particularly described as follows, bearings are based on North 88 deg. 59 min. 08 sec. East along the South right-of-way line of Carriage Lane (60 feet wide) of said Promenade at Stafford Run:

BEGINNING at a found 1-inch iron pipe (with cap stamped "Cotton Surveying") marking the Northwest corner of said Unrestricted Reserve "D" and being located in the South right-of-way of said Carriage Lane;

THENCE, North 88 deg. 59 min. 08 sec. East, 124.15 feet along the North line of said Unrestricted Reserve "D", and South right-of-way line of said Carriage Lane to a 5/8 inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 01 deg. 00 min. 52 sec. East, 938.03 feet to a 5/8 inch iron rod (with cap stamped "Cotton Surveying") set for corner being in North right-of-way line of proposed Stafford Run;

THENCE, South 83 deg. 11 min. 52 sec. West, 120.50 feet along said proposed North right-of-way line of Stafford Run to a 5/8 inch iron rod (with cap stamped "Cotton Surveying") set for corner. Said point also being located in the West line of aforementioned Unrestricted Reserve "D";

THENCE, along said West line of Unrestricted Reserve "D" the following two (2) courses of distances:

1. North 01 deg. 33 min. 14 sec. West, 481.25 feet, along the West line of said Unrestricted Reserve "D", to a 1/2-inch iron rod found for corner;
2. North 00 deg. 58 min. 54 sec. West, 468.95 feet, continuing along said West line to the POINT OF BEGINNING, CONTAINING 2.6720 acres of land in Fort Bend County, Texas.

THIS DOCUMENT WAS FILED BY
AND RETURNED TO:

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

STEWART TITLE

Dianne Wilson

4-11-97 03:05 PM 9721135
TD \$53.00

DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
FREEPORT SOUTHWEST BUSINESS PARK

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for FREEPORT SOUTHWEST BUSINESS PARK (this "First Amendment"), made as of the date hereinafter set forth by FSWBP, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant previously filed that certain Declaration of Covenants, Conditions and Restrictions (the "Deed Restrictions") for Freeport Southwest Business Park in the real property records of Fort Bend County, Texas on April 11, 1997, under Fort Bend County Clerk's File No. 9721135; and

WHEREAS, Declarant desires to amend the Deed Restrictions in the manner provided by this Declaration for the purpose of addressing certain matters which are incidental to the Temporary Wastewater Facilities Agreement for Freeport Southwest Business Park dated November 5, 1997; and such amendment is authorized pursuant to Section 36 of the Deed Restrictions because Declarant is the owner of no less than eighty percent (80%) of the total acreage of the Protected Tract.

NOW, THEREFORE, the Declarant hereby amends the Deed Restrictions as follows:

1. The first sentence of Section 27 of the Declaration is amended to insert the phrase *"payment of amounts due from the Association under the terms of the Temporary Wastewater Facilities Agreement for Freeport Southwest Business Park dated November 5, 1997"* into this sentence so that the entire first sentence of Section 27 provides as follows:

"27. Use of Funds. The funds attributable to the Charge may be used for one or more of the following purposes, which listing is not exclusive: planting and landscaping maintenance; mowing; mosquito control and abatement; security services; liability and property insurance for the Association, its directors and property; street sweeping; traffic control; repair and maintenance of public areas, easements and rights of way; illumination; street signs and other signs and forms of identification; maintenance, repair and lighting of boulevards, streets, roads, medians, and parks; repair, replace and maintain fixtures and improvements (such as underground irrigation systems), maintenance of drainage easements and management fees; payment of amounts due from the Association

under the terms of the Temporary Wastewater Facilities Agreement for Freeport Southwest Business Park dated November 5, 1997; and such other purposes as may be deemed by the Board of Directors of the Association, in its discretion and good faith, to be necessary or desirable to give effect to and enforce this Declaration and to promote the health, safety, welfare and the general benefit and enjoyment of the Owners of all or portions of the Protected Tract."

2. Section 28 of the Declaration is amended to delete the first sentence of this Section and to replace the deleted sentence with the following new sentence:

"In addition to the Charge, the Association may levy, once in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement in the Protected Tract owned by the Association or an improvement that the Association is obligated to operate and maintain under the terms of the Temporary Wastewater Facilities Agreement for Freeport Southwest Business Park dated November 5, 1997."

3. Section 36 is amended to change the word "Developer" to "Declarant" throughout the Section so that the entire Section provides as follows:

"36. Amendment; Termination. This Declaration may be amended from time to time, or terminated, by an instrument executed by Declarant and owners of no less than:

(i) eighty percent (80%) of the total acreage of the Protected Tract (including any Building Sites owned by the Declarant) if such amendment or termination occurs during the first fifteen (15) years of the term of this Declaration;

(ii) thereafter, two-thirds (2/3rd) of the total acreage of the Protected Tract (including any Building Sites owned by the Declarant).

Notwithstanding the above, the Declarant shall have the right at any time to amend this Declaration, by an instrument executed by Declarant alone, to add additional tracts of land to the Protected Tract covered by this Declaration, provided such additional tracts are either contiguous to any part of the existing Protected Tract or have a boundary line within one thousand feet (1,000') of any of the existing Protected Tract. Any amendment or any termination pursuant to this Section 36 shall become effective when recorded in the Real Property Records of Fort Bend County,

Texas. No amendment shall be construed or applied so as to cause existing improvements on any Building Site, which improvements were in compliance with the provisions of this Declaration prior to the amendment, to be out of compliance herewith, and no such amendment shall be construed or applied so as to prohibit the continued use of a Building Site for a purpose for which it was being used in compliance with this Declaration before the amendment."

4. Capitalized terms used in this First Amendment which are not defined herein shall have the meanings ascribed to them in the Declaration.

5. Except as previously and hereby amended, the terms and conditions of the Declaration are hereby ratified and affirmed.

EXECUTED as of the 17th day of February, 1998, to be effective on the date this First Amendment is recorded in the real property records of Fort Bend County, Texas.

FSWBP, Ltd. a
Texas limited partnership

By: FSW Land Investors, Ltd., a
Texas limited partnership, its
managing general partner

By: FSW 214, Inc., a Texas
corporation, its
general partner

By: 
Name: EARL S. SANFORD
Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of February, 1998, by E.R. Sanford, II, Executive Vice President of FSW 214, Inc., a Texas corporation, general partner of FSW Land Investors, Ltd., a Texas limited partnership, managing general partner of FSWBP, Ltd., a Texas limited partnership, on behalf of FSWBP, Ltd.

(SEAL)



Sharon M. Richards
Notary Public in and for
the State of Texas

AFTER RECORDING,
PLEASE RETURN TO:

E.R. Sanford, II
5200 San Felipe
Houston, Texas 77002

The undersigned owner of one or more Building Sites located within the Protected Tract does hereby execute this First Amendment to acknowledge its consent to the terms and conditions hereof.

MIDWAY NEC PARTNERS, L.P., a Texas limited partnership

By: Midway NEC I, Inc., a Texas corporation, its General Partner

By: 

Name: E.R. Sanford, II

Title: Vice President

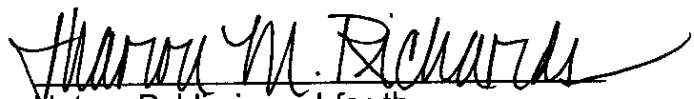
THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on February 17th, 1998 by E.R. Sanford, II, Vice President of Midway NEC I, Inc., a Texas corporation, general partner of Midway NEC Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.



(SEAL)


Notary Public in and for the
State of TEXAS

SHARON M. RICHARDS
Name Printed or Typed
My commission expires: 10/14/2000

Ret. Coats, Rose, Yale, Holm, Ryman & Lee
Attn: JEFF Gilman
1001 Fannin #800
Houston, Tx. 77002-6707

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

2-23-98 09:47 AM 9811879
CT \$17.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
FREEPORT SOUTHWEST BUSINESS PARK

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF FORT BEND §

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FREEPORT SOUTHWEST BUSINESS PARK (this "Second Amendment") is made on the date hereinafter set forth by the FSWBP, Ltd., a Texas limited partnership (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant previously filed that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Freeport Southwest Business Park in the real property records of Fort Bend County, Texas, on April 11, 1997, under Fort Bend County Clerk's File No. 9721135; and

WHEREAS, the Declaration was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Freeport Southwest Business Park dated effective as of February 23, 1998, filed in the real property records of Fort Bend County, Texas, under Fort Bend County Clerk's File No. 9811879; and

WHEREAS, the Declarant desires to amend the Declaration in certain respects pursuant to Section 36 thereof with the approval of the Declarant as the owner of eighty percent (80%) of the total acreage of the Protected Tract (as defined in the Declaration) as required by the section.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Section 3(g) of the Declaration regarding a prohibited use is amended to read as follows:

" Wholesaling to the general public, or any auction business".

2. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Declaration, as amended by the First Amendment.

EXECUTED as of the 24th day of May, 1998.

FSWBP, Ltd., a
Texas limited partnership

By: FSW Land Investors, Ltd., a
Texas limited partnership, its
managing general partner

By: FSW 214, Inc., a Texas
corporation, its
general partner

By: [Signature]
Name: E.R. SANFORD II
Title: EXEC. VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 24th day of May, 1998, by E.R. Sanford, II, Executive Vice President of FSW 214, Inc., a Texas corporation, general partner of FSW Land Investors, Ltd., a Texas limited partnership, managing general partner of FSWBP, Ltd., a Texas limited partnership, on behalf of FSWBP, Ltd.

(SEAL) LAURA C. GARZA
Notary Public, State of Texas
My Commission Expires 10-29-98

[Signature]
Notary Public in and for
the State of T E X A S

AFTER RECORDING, PLEASE RETURN TO:

Coats, Rose, Yale, Holm, Ryman & Lee, P.C.
1001 Fannin, Suite 800
Houston, Texas 77002

Ret. Charter Title Co.
Attn: Pam Chavez
4265 San Felipe #350
Houston, Tx. 77027

~~FILED AND RECORDED~~
OFFICIAL PUBLIC RECORDS

Dianne Wilson

6-11-98 10:00 AM 9844082
CT \$11.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS



Title Research/Abstract Services
2603 Augusta Drive, Suite 1125
Houston, Texas 77057
Ph: 713-244-2867, Fax: 713-244-2872

City Planning Letter

City Planning Department
City of Houston
611 Walker Street, 6th Floor
Houston, TX 77002

File Number: 2791026-02211
RE: P132694 - 10711 Cash Road (61158)
Issue Date: March 25, 2026

Texas American Title Company certifies that a diligent search of the real property records of Texas American Title Company's title plant of Fort Bend, Texas has been made, as to the herein described property, and as of 8:00 AM on the 19th day of March, 2026, we find the following:

Legal Description:

A TRACT OR PARCEL CONTAINING 10.867 ACRES OR 473,347 SQUARE FEET OF LAND, SITUATED IN THE WILLIAM STAFFORD 1-1/2 LEAGUE SURVEY, ABSTRACT NO. 89, FORT BEND, TEXAS, BEING ALL OF UNRESTRICTED RESERVE "Q5" OF FREEPORT SOUTHWEST SECTION TEN, REPLAT OF RESERVE, MAP OR PLAT THEREOF RECORDED UNDER FORT BEND COUNTY PUBLIC RECORDS (F.B.C.P.R.) PLAT NUMBER (NO.) 20060047, DESCRIBED IN DEED TO AJAX CASH ROAD, LLC, RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2015111140 WITH SAID 10.867 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

BEGINNING AT A 5/8 INCH IRON ROD SET ON THE SOUTH RIGHT OF WAY (R.O.W.) LINE OF CASH ROAD, 100 FEET WIDE, RECORDED UNDER SLIDE 1790A AND B, F.B.C.P.R., FOR THE NORTHEAST CORNER OF CALLED 2.6621 ACRE TRACT NEWAY VALVE INTERNATIONAL, INC. RECORDED UNDER F.B.C.C.F. NO. 2011130185 AND THE NORTHWEST CORNER OF SAID UNRESTRICTED RESERVE "Q" AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 25 MIN. 20 SEC. EAST, ALONG THE SOUTH R.O.W. LINE OF SAID CASH ROAD, A DISTANCE OF 438.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHWEST CORNER OF TAU CENTRAL, LLC, RECORDED UNDER F.B.C.C.F. NO. 2020087338, SAME BEING THE NORTHEAST CORNER OF SAID OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 35 MIN. 56 SEC. EAST, WITH THE WEST LINE OF SAID TAU CENTRAL, LLC, AND THE WEST LINE OF A CALLED 5.1568 ACRES DESCRIBED IN DEED TO MW INDUSTRIAL INVESTMENTS, LLC, RECORDED UNDER F.B.C.C.F. NO. 2020182960, AND WITH THE WEST LINE OF FORT BEND IDS TAX ID NO. R39817, A DISTANCE OF 1,080.70 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 25 MIN. 20 SEC. WEST, WITH THE COMMON LINE OF SAID UNRESTRICTED RESERVE "Q5" AND SAID UNRESTRICTED RESERVE "Y" BLOCK 4 FREEPORT SOUTHWEST SECTION 15, RECORDED UNDER PLAT NO. 20060284, F.B.C.P.R., A DISTANCE OF 438.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF CALLED 2.2732 ACRES DESCRIBED IN DEED TO BRANCE KRACHY COMPANY, INCORPORATED F.B.C.C.F. NO. 2015009260, AND THE SOUTHWEST CORNER OF THERE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 35 MIN. 56 SEC. WEST, A DISTANCE OF 1,080.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.8665 ACRES OR 473,347 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 61158, PREPARED BY WINDROSE.

Record Title appears to be vested in:

AJAX CASH ROAD, LLC, a Texas limited liability company

By virtue of a Special Warranty Deed with Vendor's Lien, filed September 29, 2015, recorded under County Clerk's File No. 2015111140.

Deed Restrictions:

Those as set forth by instrument(s) filed for record under County Clerk's Slide No. 2232A, and Plat No. 20060047, of the Map/Plat Records, and under County Clerk's File No. 9721135, 9811879, 9844082, 1999111844, 2016090767, 2021209401, of the Deed Records, all in Fort Bend County, Texas, but omitting any covenant or restrictions based on race, color, religion, sex, handicap, familial status or national origin.

Easements and other encumbrances:

-  1. All easements as set forth in the plat of Freeport Southwest Section 10, a subdivision filed under Slide No. 2232A, and as set forth in the plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, of the Plat Records of Fort Bend County, Texas.
-  2. 30' Building & Parking Line along the north property line(s), as shown by the recorded plat of Freeport Southwest Section 10, a subdivision filed under Slide No. 2232A, also as shown by the recorded plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, of the Plat or Map Records, and also as set forth in instrument filed for record under County Clerk's File No. 9721135 of the Deed Records, all of Fort Bend County, Texas.
-  3. 10' Waterline Easement along the north property line(s), as shown by the recorded plat of Freeport Southwest Section 10, a subdivision filed under Slide No. 2232A, also as shown by the recorded plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, and additionally as shown by the recorded plat of Freeport Southwest Section 7, a subdivision filed under Slide No. 1790A&B, of the Plat or Map Records, all of Fort Bend County, Texas.
-  4. 25' Building Line along the north property line(s), as shown by the recorded plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, of the Plat or Map Records, of Fort Bend County, Texas.
-  5. 10' Building Line along the east and south property line(s), as shown by the recorded plat of Freeport Southwest Section 10, a subdivision filed under Slide No. 2232A, also as shown by the recorded plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, of the Plat or Map Records, and also as set forth in instrument filed for record under County Clerk's File No. 9721135 of the Deed Records, all of Fort Bend County, Texas.
-  6. 5' Parking Line along the east and south property line(s), as shown by the recorded plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, of the Plat or Map Records, and also as set forth in instrument filed for record under County Clerk's File No. 9721135 of the Deed Records, all of Fort Bend County, Texas.
-  7. Rail Spur Line along the east property line(s), as shown by the recorded plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, of the Plat or Map Records, and also as set forth in instrument filed for record under County Clerk's File No. 9703955, of the Deed Records, all of Fort Bend County, Texas.
-  8. 10' Houston Lighting and Power Aerial Easement along the east property line(s), as shown by the recorded plat of Freeport Southwest Section 10, a subdivision filed under Slide No. 2232A, also as shown by the recorded plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, of the Plat or Map Records, and also as set forth in instrument filed for record under County Clerk's File No. 1999097598 of the Deed Records, all of Fort Bend County, Texas.
-  9. 10' Building Line along the east property line(s), as shown by the recorded plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, of the Plat or Map Records, of Fort Bend County, Texas.

- ✓ 10. 14' Aerial Easement & Utility Easement along west property line(s), as shown by the recorded plat of Freeport Southwest Section 10 – Replat of Reserve Q, a subdivision filed under Slide No. 20060047, of the Plat or Map Records, of Fort Bend County, Texas.
- ✓ 11. Utility Easement, filed June 16, 2006, recorded under County Clerk's File No. 2006071736.
- ✓ 12. Utility Easement, filed May 22, 2009, recorded under County Clerk's File No. 2009050500.

Lien Holder(s):

None found of record.

No examination has been made as to abstracts of judgments; state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Texas American Title Company, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Texas American Title Company assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Texas American Title Company of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Texas American Title Company assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Texas American Title Company only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which only the company may rely).

None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Texas American Title Company disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Texas American Title Company liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Texas American Title Company and will cover all actions arising by statute, in contract, or in tort.

Texas American Title Company



Kitty Hairrell
Title Examiner

6/13
no add

AFTER RECORDING:
HOLD FOR
CHARTER TITLE COMPANY
GF# 99080202
Closer Lesley Mann

FBC 199911844 6 PGS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

That FSWBP, Ltd., a Texas limited partnership ("Grantor") of the County of Harris and the State of Texas for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **Bailard, Biehl & Kaiser Freeport I, Limited Partnership**, a Texas limited partnership ("Grantee"), all of that certain 21.500 acres of land in Stafford, Fort Bend County, Texas, as more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns; and the Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise, subject, to the Permitted Exceptions described on Exhibit "B" attached hereto and made a part hereof for all purposes.

Ad valorem taxes levied and assessed against the Property for the current year are prorated as of the date hereof and payment thereof is assumed by the Grantee.

EXECUTED and DELIVERED this 29th day of December 1999.

GRANTOR:

FSWBP, Ltd., a Texas limited partnership

By: FSW Land Investors, Ltd., a Texas limited partnership, its managing general partner

By: FSW 214, Inc., a Texas corporation, its general partner

By: [Signature]
Bradley R. Freels, President

THE STATE OF TEXAS

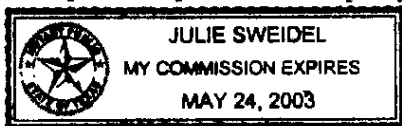
§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on the 29th day of December 1999, by Bradley R. Freels, President of FSW 214, Inc., a Texas corporation, general partner of FSW Land Investors, Ltd., a Texas limited partnership, managing general partner of FSWBP, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnerships and in the capacity therein stated



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

DEED

459606.2
116016.10

After Recording Return To:

Charter Title Company
4265 San Felipe, Suite 350
Houston, Texas 77027
Attn: Lesley Mann
G.F. No. 99080202

DEED

- 2 -

459606.2
116016.10

EXHIBIT "A"

BEING A 21.500 ACRE (936,542 SQUARE FOOT) TRACT OF LAND OUT OF A 217.621 ACRE TRACT CONVEYED TO FREEPORT SOUTHWEST BUSINESS PARTNERS LTD., RECORDED IN CLERK'S FILE NUMBER 9703955, FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), SITUATED IN THE WILLIAM STAFFORD 1-1/2 LEAGUE GRANT, ABSTRACT 89, CITY OF STAFFORD, FORT BEND COUNTY, TEXAS:

BEGINNING: At a set 5/8-inch iron rod, the southwesterly cutback corner of the intersection of Cash Road, 100-foot right-of-way (R.O.W.) and North Promenade Boulevard, R.O.W. varies, and the most westerly northwest corner of the herein described tract;

THENCE: North 47 deg 05 min 15 sec East, a distance of 20.41 feet to a set 5/8-inch iron rod for corner in the south line of Cash Road;

THENCE: Along the common line being the south line of Cash Road and the north line of said 217.621 acre tract, with a curve to the right having a radius of 2,050.00 feet, an arc length of 146.91 feet, a central angle of 04 deg 06 min 22 sec, and a chord bearing and distance of South 88 deg 02 min 10 sec East, 146.88 feet, to a set 5/8-inch iron rod, an angle point of the herein described tract;

THENCE: North 89 deg 54 min 39 sec East, along the said common line, a distance of 703.63 feet to a found 5/8-inch iron rod, the northwest corner of a tract of land conveyed to Stafford Crossing Business Park, recorded in Slide Number 1091B, Fort Bend County Plat Records, the northeast corner of the herein described tract;

THENCE: Departing said common line, South 00 deg 06 min 37 sec East, a distance of 1,080.70 feet, along the east line of said 217.621 acre tract, to a set 5/8-inch iron rod, a point in the west line of a tract of land conveyed to Norwood Homes, Inc. recorded in Clerk's File Number 181806 Fort Bend County, the southeast corner of the herein described tract;

THENCE: South 89 deg 54 min 39 sec West, a distance of 875.22 feet, to a set 5/8-inch iron rod, a point in the east line of proposed North Promenade Boulevard, and the southwest corner of the herein described tract;

THENCE: Along the common line being the east line of proposed North Promenade Boulevard and the west line of said 217.621 acre tract, with a curve to the left having a radius of 1,650.00 feet, an arc length of 169.76 feet, a central angle of 05 deg 53

Continued on next page

min 41 sec, and a chord bearing and distance of North 02 deg 53 min 46 sec East, 169.68 feet, to a set 5/8-inch iron rod, an angle point of the herein described tract;

THENCE: North 00 deg 03 min 05 sec West, a distance of 902.64 feet, to a set 5/8-inch iron rod, the POINT OF BEGINNING and containing 21.5000 acres or 936,542 square feet of land more or less.

Exhibit "B"

Permitted Exceptions

1. A 10' water line easement along the north property line and north westerly corner, as reflected by plat recorded in Slide No. 1790A of the Map Records of Fort Bend County, Texas.
2. 10' x 10' Sanitary Sewer Easement on the north property line as reflected by plat recorded in Slide No. 1790A of the Map Records of Fort Bend County, Texas.
- 3.
4. A 10' water line easement along the west property line, as shown by the plat of Freeport Southwest, Section One, recorded in Slide No. 1616A of the Map Records of Fort Bend County, Texas.
5. A one (1) foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right of way purposes and the fee title thereto shall revert to and revest in the dedicant, his heirs, assigns or successors, as reflected on plat recorded in Slide No.(s) 1616A and 1790A of the Map Records of Fort Bend County, Texas.
6. Proposed 60' private drainage easement along a portion of the east property line, as shown on survey dated December 16, 1999, by Robert C. Lin, Registered Professional Land Surveyor, No. 2414.
7. All right, title and interest in and to all water rights, coal, oil, gas and other hydrocarbons, geothermal resources precious metal ores, base metals ores, industrial-grade silicates and carbonates, fissionable minerals of every kind and character, metallic or otherwise, whether or not presently known to science or industry, now known to exist or hereafter discovered underlying the surface of said land at a depth of 500 feet or greater; however, Grantor or its successor and assigns, shall not have the right for any purposes whatsoever to enter upon, into or through the surface or remove any of the first 500 feet of the subsurface of the Property in connection therewith, as set forth in instrument dated September 27, 1996, files for record under County Clerk's File No(s) 9703955 of the Official Public Records of Real Property of Fort Bend County, Texas.
8. All oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument recorded in Volume 1002, Page 213 of the Official Public Records of Fort Bend County, Texas.
9. All oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument recorded in Volume 2012, Page 740 of the Official Public Records of Fort Bend County, Texas.
10. All oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument recorded in Volume 1905, Page 500 of the Official Public Records of Fort Bend County, Texas.
11. A 1/16th non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property is excepted herefrom as set forth in instrument recorded in Volume 339, Page 325 of the Official Public Records of Fort Bend County, Texas.

DEED

459606.2
116016.10

12. Building set back line of 30' along Cash Road, 20' along Promenade Road, 10' along the side property line and 10' along the rear property line, as set out in instrument dated April 9, 1997, filed for record under County Clerk's File No. 9721135 of the Official Public Records of Real Property of Fort Bend County, Texas.
13. Parking set back line of 30' along Cash Road, 20' along Promenade Road, and 5' along the side and rear property lines, as set out in instrument dated April 9, 1997, filed for record under County Clerk's File No. 9721135 of the Official Public Records of Real Property of Fort Bend County, Texas.
14. Subject Property does not appear to have any means of ingress to or egress from a dedicated public road.
14. Annual Maintenance Charge and Special Assessments payable to Freeport Southwest Owners Association, Inc., as set out in instrument filed for record under County Clerk's File No. 9721135 of the Official Public Records of Fort Bend County, Texas, and additionally secured by a Vendor's Lien as set forth therein.
15. Restrictions recorded under Film Code No. 9721135 of the Official Public Records of Real Property of Fort Bend County, Texas.

THIS DOCUMENT WAS
FILED BY AND
RETURNED TO:
CHARTER TITLE
4265 SAN FELIPE #350
HOUSTON, TX 77027

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

12-30-1999 12:34 PM 1999111844
DBC \$32.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

DEED

- 5 -

459606.2
116016.10



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN**

GA# 4713008455 AR
THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL BY THESE PRESENTS:

THAT the undersigned, **ENTEX PARTNERS, LTD.**, a Texas limited partnership, with an address of 10711 Cash Road, Stafford, Texas 77477, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by **AJAX CASH ROAD, LLC**, a Texas limited liability company, with an address of 18 Cypress Point Lane, Newport Beach, California 92660, hereinafter referenced as "Grantee", the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution by Grantee of a promissory note payable to the order of **AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY**, hereinafter referenced as "Lender", in the principal amount of **FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00)** hereinafter referenced as "Note", has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, the following described real property, to-wit:

That certain tract of land described on Exhibit "A" attached hereto and incorporated by reference herein.

together with all and singular the improvements, buildings, fixtures, easements, estates, hereditaments, easements, rights (including in any minerals, utilities, adjacent streets, strips, gores, alleys, and rights of way) and appurtenances thereto in any way belonging (herein, the "Property") to have and to hold unto Grantee, its successors and assigns in fee simple forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Property unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise, subject only to matters, covenants, easements and restrictions described on Exhibit "B", attached hereto and incorporated by reference herein.

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN OR AS OTHERWISE CONTAINED IN THAT CERTAIN EARNEST MONEY CONTRACT BETWEEN ENTEX PARTNERS, LTD., AS SELLER, AND AJAX LAKEVIEW DEVELOPMENT, LLC, AS SUBSEQUENTLY ASSIGNED TO AJAX CASH ROAD, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS PURCHASER DATED JULY 24, 2015 (THE "CONTRACT"), WHICH IS NOT MERGED INTO THIS SPECIAL WARRANTY DEED, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR OTHER THAN THOSE HEREIN OR IN THE CONTRACT. GRANTEE REPRESENTS THAT, EXCEPT AS TO ANY MATERIALS CREATED BY GRANTOR AND DELIVERED TO GRANTEE, ANY WARRANTIES HEREIN, OR ANY REPRESENTATIONS IN THE CONTRACT, IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, EXCEPT AS TO THE REPRESENTATIONS IN THE CONTRACT OR THE WARRANTIES HEREIN. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE WARRANTIES HEREIN OR WHERE THE CONTRACT OTHERWISE PROVIDES, GRANTOR SELLS AND CONVEYS TO GRANTEE AND GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, OTHER THAN THOSE HEREIN OR IN THE CONTRACT, THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO

THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, OTHER THAN THOSE IN THE DOCUMENTS FURNISHED BY GRANTOR PURSUANT TO THE CONTRACT. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE SALES PRICE FOR THE PROPERTY.

The Note is secured by an express vendor's lien and superior title, which Grantor hereby reserves and retains in favor of Lender and its successors and assigns until the Note and all other sums that accrue or become payable thereunder are paid in full in accordance with the Note, at which time this instrument will become absolute. The Note is additionally secured by a certain DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS, dated as of the date of this instrument, which Grantee granted to James C. Norman, Trustee, for the benefit of Lender. For the consideration paid to Grantor, as mentioned above, Grantor hereby grants, sells, transfers, assigns, and conveys unto Lender and Lender's successors and assigns such vendor's lien and superior title reserved and retained in this instrument as though the Note had been executed in Grantor's favor and assigned by Grantor to Lender without recourse.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXECUTED this 25 day of September, 2015.

GRANTOR:

ENTEX PARTNERS, LTD.,
a Texas limited partnership

By: ENTEX MANAGEMENT SERVICES, L.L.C.,
a Texas limited liability company,
its General Partner

By: [Signature]
Colin Zak, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Colin Zak is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, in his capacity as Manager of ENTEX PARTNERS, L.L.C., a Texas limited liability company, General Partner of ENTEX PARTNERS, LTD., a Texas limited partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25TH day of September, 2015.

[Signature]
Notary Public
in and for the State of Texas

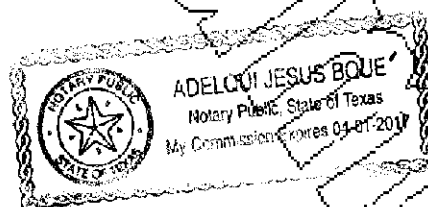


EXHIBIT "A" TO SPECIAL WARRANTY DEED**Legal Description**

Survey of a 10.867 acres (473,347 square feet) tract of land being UNRESTRICTED RESERVE "Q5" Out of FREEPORT SOUTHWEST SECTION TEN, REPLAT OF RESERVE "Q", according to the plat recorded under Plat No. 20060047 of the Plat Records of Fort Bend County, Texas.

Beginning at a set 5/8" iron rod w/cap (RWP1855) being the Northeast corner of the said Unrestricted Reserve "Q4" and the Northwest corner of the said Unrestricted Reserve "Q5", lying on the South right-of-way line of Cash Road (called 100 feet right-of-way) and being also the POINT OF BEGINNING.

Thence, North 89 deg. 54 min. 39 sec. East along the South right-of-way line of Cash Road and the North line of Unrestricted Reserve Q5 a distance of 438.00 feet to a set 5/8" iron rod w/cap (RW1855) being the Northeast corner of the herein described tract.

Thence, South 00 deg. 06 min. 37 sec. East along the East line of the Unrestricted Reserve Q5 a distance of 1,080.70 feet to a set 5/8" iron rod w/cap (RWP1855) being the Southeast corner of the herein described tract.

Thence, South 89 deg. 54 min. 39 sec. West along the South line of Unrestricted Reserve Q5 a distance of 438.00 feet to an established point (unable to set) being the Southwest corner of the herein described tract.

Thence, North 00 deg. 06 min. 37 sec. West along the West line of the Unrestricted Reserve Q5 and the East line of the Unrestricted Reserves Q1 through Q4 a distance of 1,080.70 feet to the POINT OF BEGINNING containing 10.867 acres (473,347 square feet).

EXHIBIT "B" TO SPECIAL WARRANTY DEED**Permitted Exceptions**

- a. Rights to tenant in possession, as tenant only, under unrecorded lease agreement.
- b. The following building/improvement and parking area setbacks as set forth in instrument recorded under Fort Bend County Clerk's File No. 9721135, as shown on map recorded under Slide No. 2232/A and Plat No. 20060047 of the Plat Records of Fort Bend County, Texas, and as shown on survey prepared by Allen E. Munz, RPLS No. 1855 dated September 23, 2015 (the "Survey"):
 1. Thirty feet (30') in width adjacent to the right of way of Cash Road;
 2. Ten feet (10') in width adjacent to the east and south property lines; and
 3. Parking set back line being five feet (5') in width adjacent to the east and south property lines.
- c. Water line easement being ten feet (10') in width along the northerly property line as shown on maps recorded under Slide Nos. 1790/A, 2232/A and Plat No. 20060047 of the Plat Records of Fort Bend County, Texas, and shown on the Survey.
- d. Railroad easement along the easterly portion as shown on maps recorded under Slide Nos. 1091/B and 2232/A of the Plat Records of Fort Bend County, Texas and as shown on the Survey.
- e. Easement 10 feet in width along the easterly portion, together with aerial easements adjoining thereto, granted to Reliant Energy Incorporated, as set forth in instrument recorded under Fort Bend County Clerk's File No. 1999097598, as shown on map recorded under Slide No 2232/A and Plat No. 20060047 of the Plat Records of Fort Bend County, Texas and as shown on the Survey.
- f. Rail spurline along the easterly property line together with any rights of others to use said spur line as disclosed in Deed recorded under Fort Bend County Clerk's File No. 9703955 and as shown on the recorded plat in Plat No. 20060047 of the Plat Records of Fort Bend County, Texas and as shown on the Survey.
- g. Building set back line being twenty five feet (25') in width adjacent to the right of way of Cash Road, building set back being ten feet (10') in width adjacent to the south property line and building set back line being ten feet (10') in width adjacent to the east property line as reflected on the recorded plat in Plat No. 20060047 of the Plat Records of Fort Bend County, Texas and as shown on the Survey.
- h. Easement granted by Entex Partners, Ltd. to CenterPoint Energy Houston Electric, LLC, filed for record on May 22, 2009 under Fort Bend County Clerk's File No. 2009050500 and as shown on the Survey.

i. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 339, Page 325 of the Deed Records of Fort Bend County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

j. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 1002, Page 213 of the Deed Records of Fort Bend County, Texas and under Fort Bend County Clerk's File No. 9703955. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

k. Assessments, charges and liens as set forth in the document:

Entitled: Declaration/By-laws

Recording No: Clerk's File No. 9721135 of the Real Property Records of Fort Bend County, Texas

Liens and charges as set forth in the above mentioned declaration,

Payable to: Freeport Southwest Owners Association, Inc.

For informational purposes, the restrictive covenants provide as follows: "Such lien shall be subordinate to purchase money liens and liens to finance the purchase and/or construction on such Building Site recorded in real property records of Fort Bend County, Texas, prior to the date payment of such cost is due, and any foreclosure of any such prior lien shall extinguish the liens securing sums due and payable pursuant to this Section 18 prior to such foreclosure date, but no such foreclosure shall free any Building Site from the lien securing costs thereafter becoming due and payable under this Section 18, or shall extinguish the personal obligation of any such Owner to pay such costs." Reference to which instrument is here made for particulars.

l. Encroachment/Protrusion of fences as shown on the Survey.



NOTICE OF DEDICATORY INSTRUMENTS
for
FREEPORT SOUTHWEST OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the Authorized Representative of Freeport Southwest Owners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. 226.0402 acres of land described by metes and bounds in Exhibit A attached to that certain document described below under Paragraphs 4.a.(1) and 4.b.(1) (which said Exhibit A is incorporated herein by reference).
2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. Documents:
 - (1) Declaration of Covenants, Conditions and Restrictions for Freeport Southwest Business Park.
 - (2) First Amendment to the Declaration of Covenants, Conditions and Restrictions for Freeport Southwest Business Park.
 - (3) Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Freeport Southwest Business Park.
 - b. Recording Information:
 - (1) Fort Bend County Clerk's File No. 9721135.
 - (2) Fort Bend County Clerk's File No. 9811879.
 - (3) Fort Bend County Clerk's File No. 9844082.
3. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association:

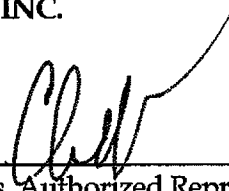
- a. Articles of Incorporation of Freeport Southwest Owners Association, Inc.
- b. Bylaws of Freeport Southwest Owners Association, Inc.

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

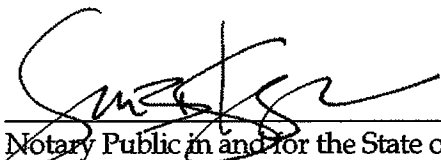
Executed on this 19th day of August, 2016.

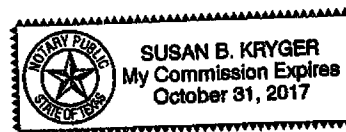
**FREEPORT SOUTHWEST OWNERS
ASSOCIATION, INC.**

By: 
Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 19th day of August, 2016 personally appeared Cliff Davis, Authorized Representative of Freeport Southwest Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas





000007073327-1

**ARTICLES OF INCORPORATION
OF
FREEPORT SOUTHWEST OWNERS ASSOCIATION, INC**

FILED
In the Office of the
Secretary of State of Texas

FEB 26 2001

ARTICLE ONE

Corporations Section

The name of the corporation is Freeport Southwest Owners Association, Inc (the "Association ")

ARTICLE TWO

The corporation is a non profit corporation

ARTICLE THREE

The period of duration is perpetual

ARTICLE FOUR

The Association does not contemplate pecuniary gain or profit to the members thereof and the primary purpose for which the Association is formed is to be and constitute the non profit corporation to which reference is made in that certain Declaration of Covenants, Conditions and Restrictions for Freeport Southwest Business Park (the "Declaration") recorded or to be recorded in the Office of the County Clerk of Fort Bend County, Texas, as the same may be amended from time to time in accordance with the provisions thereof, to exercise all rights and powers specified in the Declaration, in the Association's By-laws (the "By-laws"), and as provided by law, and to further the interests of the owners of the property subject to the Declaration and such other property as may hereafter be annexed to the jurisdiction of the Association

In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or the By-laws, may be exercised by the Association's Board of Directors without the approval or consent of the Association's Members

A all of the powers conferred upon non-profit corporations by common law and the statutes of the State of Texas in effect from time to time,

B all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles the Declaration, or the By-laws, including, without limitation, the following

- (i) preparing and adopting annual budgets of the Association's expenses
- (ii) the collection, expenditure and management of the maintenance funds,
- (iii) enforcing the covenants, conditions and restrictions created by the Declaration and the rules and regulations adopted by the Association, and bringing any proceedings which may be instituted on behalf of or against the owners of property subject to the Declaration, and

- (iv) providing for the maintenance, preservation and architectural control of the Protected Tract the general supervision of all of the affairs of and the promotion of the health, safety and welfare of the owners of the Building Sites within the Protected Tract

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law, and the powers specified in each of the paragraphs of this Article are independent powers not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article

ARTICLE FIVE

The street address of its initial registered office is 5200 San Felipe, Houston, Texas 77056 2797
The name of its initial registered agent at such address is Bradley R. Freels

ARTICLE SIX

The full and complete management and control of the Association shall be vested in the Board of Directors. Each Director shall be a Member or an employee, officer, or a director of a Member. With the exception of the number of the directors constituting the initial Board of Directors, the number of directors and the number of directors in each Class of the Board of Directors shall be determined by the Bylaws and shall be subject to change from time to time as the Bylaws may be amended by the Members provided, however, the number of directors shall never be less than three (3) nor more than five (5). The number of directors shall remain the same as the number of the directors constituting the initial Board of Directors until the number of directors is changed by amendment of the Bylaws. The number of directors constituting the initial Board of Directors is three (3) and the names and addresses of the persons who are to serve as the initial directors are

<u>Name</u>	<u>Address</u>
Bradley R. Freels	5200 San Felipe, Houston, Texas 77056 2797
Susan M. Sloan	5200 San Felipe, Houston Texas 77056 2797
E. R. Sanford III	5200 San Felipe, Houston, Texas 77056 2797

ARTICLE SEVEN

The Association shall be a membership corporation without certificates or shares of stock. The Owner or Owners of each Building Site shall be Members of the Association, *provided however*, in the case of a Building Site which is wholly or partially subject to a condominium regime or cooperative corporation, said condominium regime acting through an owners association or similar entity, or said cooperative corporation shall be the Member for such Building Site.

The Association shall initially have two classes of voting membership:

(a) CLASS A Class A members shall be all Owners with the exception of the Declarant. When more than one person holds an ownership interest in any Building Site, all of such Owners shall be Members. The vote for such Building Site shall be exercised as they among themselves determine.

(b) CLASS B The Class B member shall be the Declarant.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events (i) when the total votes in the Class A membership equal the total votes in the Class B membership or (ii) on December 31 2009 or such earlier date that the Declarant may hereafter elect and specify in a recorded instrument

The voting rights of each class of Members shall be as set forth in the By-laws and the Declarations

ARTICLE EIGHT

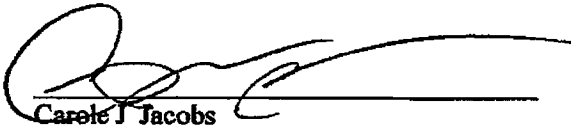
Every director, officer, former director, and former officer of the Association shall be indemnified by the Association against all expenses and costs (including attorney's fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been such director or officer, except in relation to matters as to which he shall have been guilty of gross negligence or willful misconduct in respect of the matter as to which indemnity is sought. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer, former director, or former officer may be entitled.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article Eight.

ARTICLE NINE

The name and address of the Incorporator is Carole J Jacobs 3118 Richmond Ave Suite 210 Houston, Texas, 77098

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, I, the undersigned, being the Incorporator of this corporation, have executed these Articles of Incorporation this 20th day of February, 2001


Carole J Jacobs

BYLAWS

OF

FREEPORT SOUTHWEST OWNERS
ASSOCIATION, INC.

A Texas Non-Profit Corporation

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BYLAWS
OF
FREEPORT SOUTHWEST OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

ARTICLE I
GENERAL

Section 1. Definitions.

In addition to words and terms defined in other provisions of these Bylaws, the following words, when used in these Bylaws, unless the context shall prohibit, shall have the following meanings:

- (a) "Association Guidelines" - The development guidelines and standards for the Building Sites within the Protected Tract as may be established from time to time by the Association and as further defined in the Declaration.
- (b) "Articles" - The Articles of Incorporation of Freeport Southwest Owners Association, Inc., which have been filed in the office of the Secretary of State of the State of Texas, as may be amended from time to time.
- (c) "Association" - The FREEPORT SOUTHWEST OWNERS ASSOCIATION, INC., a non-profit corporation organized under the laws of the state of Texas for the purposes set forth in this Declaration.
- (d) "Board" - The Board of Directors of the Association.
- (e) "Building Site" - A portion of the land within the Protected Tract on which a building or buildings have been or may be constructed.
- (f) "Bylaws" - The Bylaws of the Association which may be adopted by the Board, and as amended from time to time.
- (g) "Charge" - An annual maintenance fee levied by the Association to provide funds to be expended for the purposes hereinafter set forth, which Charge shall include, but not limited to, a fee for managing the day to day operation of the Protected Tract.
- (h) "Commercial ACC" - A committee composed of not less than three (3) persons appointed by the Association to perform the duties and responsibilities set forth in the Declaration.
- (i) "Common Landscaped Areas" - Those portions of the Protected Tract over which a landscape easement has been granted to and accepted by the Association, as well as such other property within the Protected Tract or in the vicinity of the Protected Tract which is included by the Association from time to time in the Association's landscaping plan.
- (j) "Declarant" shall mean FSWBP, Ltd., a Texas limited partnership, its duly authorized representatives and any of its assignees under the pertinent provisions of the Declaration.

- (k) "Declaration" - The Declaration of Covenants, Conditions and Restrictions executed by Declarant and recorded at Clerk's File Number 9721135 of the Real Property Records of Fort Bend County, Texas, as it may be amended and supplemented from time to time.
- (l) "Master Landscape Development Guidelines" - A written document establishing comprehensive landscape design, installation and maintenance criteria for the development of those areas within the Protected Tract which are to be landscaped in accordance with the Declaration.
- (m) "Member" - Every person or entity which holds a membership in the Association. The Owner or Owners of each Building Site shall be Members of the Association; *provided, however*, in the case of a Building Site which is wholly or partially subject to a condominium regime or cooperative corporation, said condominium regime acting through an owners association or similar entity, or said cooperative corporation shall be the Member for such Building Site.
- (n) "Owner" - the holder(s) of record title to any Building Site. The holder of a lien or mortgage against all or any part of a Building Site shall not be deemed an "Owner" for purposes of the Declaration or these Bylaws prior to a foreclosure of such lien or mortgage or to any other event resulting in the title to such mortgaged Building Site passing to such mortgagee.
- (o) "Protected Tract" - The Tract or Tracts of land described on Exhibit "A" to the Declaration.
- (p) "Restrictions" The Declaration, the Association's Guidelines, the Master Landscape Development Guidelines and the Articles and Bylaws of the Association as each may be amended from time to time.

Section 2. Other Definitions.

Other terms are defined in other provisions of these Bylaws or within the Declaration and shall have the meanings set forth in such other provisions of these Bylaws or the Declaration.

ARTICLE II OWNERS ASSOCIATION

Section 1. Members.

Any Person upon becoming an Owner shall automatically become a Member of the Association. *provided, however*, in the case of a Building Site which is wholly or partially subject to a condominium regime or cooperative corporation, said condominium regime acting through an owners association or similar entity, or said cooperative corporation shall be the Member for such Building Site. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with title to such property interest.

Section 2. Voting Rights.

- (a) Classes of Membership. The Association shall initially have two classes of voting membership:

- (i) Class A. Class A Members shall be all Owners with the exception of the Declarant. When more than one person holds an ownership interest in any Building Site, all of such Owners shall be Members, *provided, however*, in the case of a Building Site which is wholly or partially subject to a condominium regime or cooperative corporation, said condominium regime acting through an owners association or similar entity, or said cooperative corporation shall be the Member for such Building Site.

(ii) Class B. The Class B member shall be the Declarant.

(b) Number of Votes. Subject to the provisions of Section 6 of this Article II, the right to cast votes, and the number of votes which may be cast, for election of Members to the Board of the Association and on all other matters to be voted on by the Members shall be calculated as follows:

(i) Class A. Each Class A Member shall be entitled to the number of votes equal to the quotient obtained by dividing the gross area in square feet of the applicable Building Site owned by such Member by 10,000 and rounding such result to the nearest whole number.

(ii) Class B. The Class B Member shall be entitled to the number of votes equal to five (5) times the quotient obtained by dividing the gross area in square feet of the Building Sites) owned by the Class B Member by 10,000 and rounding such quotient to the nearest whole number.

(c) Termination of Class B Membership. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events: (i) when the total votes in the Class A membership equal the total votes in the Class B membership, or (ii) on December 31, 2009 or such earlier date that the Declarant may hereafter elect and specify in a recorded instrument.

(d) Multiple Owners. Except as provided in Section 2 (a)(i) of this Article II, when more than one Person holds an ownership interest in a Building Site, all such Persons shall be Members, but in no event shall they be entitled to more than the number of votes as calculated pursuant to Section 2 (b) of this Article II with respect to each particular Building Site owned. The vote for such Building Site shall be exercised as they among themselves determine. The single vote of such joint Owners shall be cast in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners shall be permitted to vote as to any such matter up on which a majority decision can not be reached. Any individual Owner from among such joint Owners shall be conclusively presumed to be acting in accordance with the decision of the majority in voting either in Person or by proxy unless another joint Owner is voting to the contrary in person or by proxy.

(e) Cumulative Voting Prohibited. Cumulative voting shall not be permitted as to any matter placed before the membership for a vote, including election of Directors.

Section 3. Annual Meeting.

There shall be an annual meeting of the Members of the Association at a time and place set by the Board; provided, however, that such meetings shall be held on a day other than Saturday, Sunday or a holiday.

Section 4. Special Meeting.

Special meetings of the Members of the Association may be called from time to time by the President of the Association, a majority of the directors duly elected to the Board, or by Owners having at least ten percent (10%) of the votes entitled to be cast at such a meeting.

Section 5. Quorum.

At any meeting of the Members of the Association, the presence of Members and/or their proxies entitled to cast at least sixty percent (60%) of all the votes entitled to be cast at such meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the aforesaid notice requirement, but the required quorum for such subsequent meeting shall be one-half (1/2) of the quorum required at the preceding meeting; provided, however such subsequent meeting must be held within sixty (60) days following the preceding meeting.

Section 6. Voting.

The election of directors to the Board and the act, approval or disapproval of the Members, as the case may be, with respect to all other matters voted, or to be voted, on or by the Members shall be determined by the vote of the majority of the aggregate votes entitled to be cast by the Members present or represented by legitimate proxy at a legally constituted meeting at which a quorum of the Members is present, except where a vote by a greater percentage is required pursuant to other provisions of this Declaration, the Articles, the Bylaws or a governmental requirement. Any Member, including Declarant, may give a revocable written proxy to any person authorizing such person to cast all or any portion of the Member's votes on any matter. Such written proxy shall be executed in writing by the Member or by his duly authorized attorney in fact, but no such proxy shall be valid for a period of greater than eleven (11) months. The cumulative system of voting shall not be allowed at any vote of the Members. The rights of any Member to cast votes on Association matters shall automatically be suspended during any period of time when such Member is not in good standing in the Association.

Section 7. Notice.

Written notice of the purpose, time, and place of any meeting of the Members of the Association shall be given to all Members entitled to vote at such meeting, not less than ten (10) days or more than sixty (60) days in advance of such meeting. All notices of meetings shall be addressed to each Member at his address as it appears on the books and records of the Association. Any notice required or permitted to be given to a Member hereunder may be waived by execution of a written waiver by such Member.

Section 8. Action By Unanimous Consent.

Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting, if a consent in writing, specifying the action so taken, is signed by all of the Members. A unanimous consent signed by all the Members shall have the same force and effect as a unanimous vote at a meeting of the Association.

Section 9. Powers and Authority of the Association.

Subject to such limitations and restrictions as are set forth in the Declaration, the Association shall have all of the powers of a Texas non-profit corporation, including, but not limited to, all powers provided under the provisions of the Texas Non-Profit Corporation Act, as amended from time to time, or any successor act or statute. It shall further have the power to do and perform any and all of the Association's duties set forth in the pertinent provisions of the Declaration and any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or by the Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the power and authority at all times as follows:

- a) To levy a Charge as provided in the pertinent provisions of the Declaration.
- b) To enter upon any Building Site at any time in an emergency, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner, for the purpose of enforcing the Declaration or for the purpose of maintain or repairing any area, improvement or other facility to conform to the Declaration, and the expense incurred by the Association in connection with the entry upon any Building Site and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Building Site entered upon, shall be secured immediately by lien upon the Building Site entered upon and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in the pertinent provisions of the Declaration for Special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the

Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Declaration.

- c) To retain and pay for the services of a Manager to manage and operate the Association, to the extent deemed advisable by the Board. To the extent permitted by law, the Association and the Board may delegate any duties, powers and functions to the Manager. The Members hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- d) To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- e) To obtain and pay for any other property or service, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of the Declaration.
- f) To incur debt necessary, convenient, or incidental to the accomplishment of the purposes of the Association, and to issue evidences of such indebtedness and secure the same by granting a mortgage, pledge, or other lien on any Association assets, including, but not limited to the common areas;
- g) To enter into contracts with any Person, including, but not limited to, Declarant, to carry out the purposes and duties of the Association on such terms and provisions as the Board shall determine.

Section 10. Power to Indemnify and to Purchase Indemnity Insurance.

a) The Association, acting through the Board, shall indemnify and may reimburse and/or advance expenses and/or purchase and maintain insurance, including errors and omission policies of insurance, or any other arrangement on behalf of any person who is or was a director or officer of the Association against any liability asserted against such person and incurred by such person in such person in such a capacity or arising out of his status as such a person to the maximum extent permitted by Article 1396 § 2.22A of the Texas Non-Profit Corporation Act, as such Act may from time to time be amended (without regard, however, to Section Q of such Article with respect to officers of the Association who are not directors of the Association). Further, the Association, acting through the Board, may indemnify and/or reimburse and/or advance expenses and/or purchase and maintain insurance, including errors and omission policies of insurance, or any other arrangement on behalf of any person, other than any person who is a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person, to such extent (or, in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine. The provisions of this Section 10 shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of Members or otherwise. All cost and expenses of the insurance and other arrangements described herein shall be covered by Assessments.

b) The Association shall hold the undersigned Board of Directors harmless and shall indemnify and reimburse them against all claims and legal actions, groundless and otherwise, and all related costs, including attorney's fees, that may be incurred by reason of their actions with respect to the adoption of these Restated and Amended Bylaws.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number.

The number of members (the "Directors") which shall constitute the initial Board is three (3). The number of Directors may be increased or decreased, but never below three (3), from time to time by amendment of the Bylaws, but no decrease shall have the effect of shortening the term of any incumbent Director. Directors are not required to be Members of the Association.

Section 2. Election and Term

Each director shall be elected for, and shall serve, a term of two (2) year; provided, however, the initial Board named in the Articles shall serve until their successors are elected at the first annual meeting of Members.

Section 3. Duties and Authority.

The Board, including the initial Board, shall perform the duties of the Association and manage the affairs of the Association, and the Board shall have such powers, duties, functions, authority and responsibility as shall be specified in the Declaration or these Bylaws or as may be delegated to it from time to time by the Members, including but not limited to the following:

- a) Elections of officers of the Association as hereinafter provided.
- b) Administration of the affairs of the Association.
- c) Keeping or causing to be kept sufficient books and records with a detailed accounting of the receipts and expenditures of the Assessments. Both the books and vouchers accrediting the entries made thereon shall be set and announced for general knowledge.
- d) At the election of the Board, engaging the services of a Manager who may be delegated any of the duties and responsibilities of the Association that are to be performed by the Board pursuant to the Declaration or these Bylaws with respect to managing, maintaining and operating any areas and Improvements as are or shall become the responsibility of the Board, upon such terms and for such compensation and with specific duties and authority as the Board may approve or as may be specified in a contract of employment executed by the Board on behalf of the Association.
- e) Promulgating rules and regulations as provided herein.
- f) Providing insurance in accordance with the provisions herein.
- g) Delegating any of its duties, powers and authority to the Manager employed by the Board.
- h) Adopting an annual budget and Charges and collecting from the Owners their respective Charge as provided herein.
- j) Providing for the designation, hiring and removal of employees and other personnel and engaging or contracting for the services of others, and in general making purchases of labor, material and/or services.

- k) Authorizing the President or any Vice President to convey, lease or sublease all or any of real or personal property now or hereafter owned by or leased to the Association and Improvements thereto, to grant easements across such property, and to encumber the same.
- l) Performing, satisfying, observing and carrying out all duties, powers, obligations and responsibilities of the Board under the provisions of the Declaration and to all such acts and things as may be necessary and appropriate to perform, satisfy, observe and carry out any and all such duties, powers, obligations and responsibilities.
- m) In general, the Board shall have all such duties, rights and authority to do all such acts and things as are not by the Declaration or these Bylaws directed to be done or exercised exclusively by the Owners or the Association which shall be necessary or reasonably required for the successful and orderly administration, management and operation of the development established by the Declaration.

Section 4. Contractual Authority.

With respect to the performance of the obligations of the Association hereunder, the Board shall have the right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Association, except as otherwise provided herein.

Section 5. Maintenance Contracts.

The Board, on behalf of the Association, shall have the full power and authority to contract with any person or entity (including without limitation the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be at competitive rates and otherwise upon such terms and conditions and for such consideration as the Board may deem proper or advisable and in the best interest of the Association. The Board shall also have the full power and authority, but not the obligation, to contract with any Owner(s) to provide maintenance, repair or replacement service, or any combination thereof, through the Association for any portion of the Property.

Section 6. Organizational Meeting.

The first meeting of each newly elected Board shall be held without notice immediately following the annual meeting of the Association at the same place, unless by unanimous consent of the Directors then elected and serving, such time or place shall be changed.

Section 7. Regular Meetings.

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least two (2) such meetings shall be held during the fiscal year. Notice of the date, time and place of regular meetings shall be given to each Board member personally or by mail, telephone or facsimile, at least three (3) days prior to the day designated for such meeting.

Section 8. Special Meetings.

Special Meetings of the Board may be called by the President and shall be called by the Secretary on the written request of two (2) Board members. notice of any special meeting of the Board shall be given to each Board members at least three (3) days before the date of the meeting.

Section 9. Notice.

Absent actual notice, proper notice shall be deemed to have been given of any special meeting of the Board if notice in writing, or by telephone or telegraph message shall have been sent to either the usual business or residence address of the Board member entitled to receive notice not less than three (3) days preceding the date of the meeting.

Section 10. Waiver.

Before or after any meeting of the Board, any Board member may waive notice of the time, date, place and purpose of such meeting by execution of a waiver thereof in writing, and such waiver shall be deemed equivalent to the giving of such notice of such meeting. If all the members of the Board are present at any meeting, no notice thereof shall be required and any business may be transacted at such meeting.

Section 11. Quorum.

At all meetings of the Board a majority of the members of the Board shall constitute a quorum for the transaction of business, and the acts and decisions of the majority of the Board members present at any duly called meeting at which a quorum is present and of which notice was properly given or waived shall be the acts of the entire Board.

Section 12. Action By Unanimous Consent.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting, if a consent in writing, specifying the actions so take, is signed by all of the members of the Board. A unanimous consent signed by all of the Directors shall have the same force and effect as a unanimous vote at a meeting of the Directors.

Section 13. Vacancies

Vacancies in the Board caused by any reason other than an increase in the authorized number of Directors or the removal of a Board member shall be filled for the unexpired term by a vote of the majority of the remaining Board members, even though they may constitute less than a quorum.

Section 14. Resignation.

Any member of the Board may resign at any time by giving written notice of resignation to the President or any other officer of the Association.

Section 15. Removal By Association.

At any regular or annual meeting or at any special meeting called for that purpose, the Association may by a majority vote remove any one or more members of the Board, with or without cause, provided that a successor or successors shall then and there be elected to fill the vacancy or vacancies thus created, for the unexpired term of the Board member or members removed. Any Board member whose removal has been proposed shall be given an opportunity to be heard at such meeting.

ARTICLE IV OFFICERS

Section 1. Officers.

The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board at its annual meeting. Any two or more offices may be held by the same person, except the offices of the President and the Secretary may not be held by the same person. The President and Vice President shall be elected from among the members of the Board. The Secretary and Treasurer may, but are not required to be, elected from among the members of the Board. The Board shall have full authority to remove any officer from office, with or without cause, by the vote of a majority of the members of the entire Board at any time and to elect his successor at any regular meeting of the Board or at any special meeting called for that purpose.

Section 2. Duties.

The duties of the officers of the Association shall be as follows:

- a) The President shall be the chief executive officer of the Association, and shall have general and active management and control of the business and affairs of the Association, and shall see that all orders and resolutions of the Board and Association are carried into effect. The President shall: call annual and special meetings of the Association and Board and preside at all such meetings; appoint, discharge and fix the compensation of agents and employees other than those appointed by the Board; execute contracts, conveyances and other documents on behalf of the Association; and perform such other duties as may be prescribed from time to time by the Board.
- b) In the absence of the President or when it is inconvenient for the President to act, the Vice President shall perform the duties and exercise the powers of the President and shall perform such other duties and have such other authority and powers as the Board may from time to time prescribe, or as the President may from time to time delegate.
- c) The Secretary shall attend all meetings of the Board and of the Association and shall record all business transacted and resolutions passed at such meetings in the minute book to be kept for that purpose; give, or cause to be given, notice of all meetings of the Association and the Board, and perform such other duties as the Board may from time to time prescribe or as the President may from time to time delegate. The Secretary shall, at least ten (10) days before each meeting of the Members, make a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with address of, and the number of votes held by each, which list for a period of then (10) days prior to such meeting shall be kept on file at the registered office of the Association and shall be subject to inspection by any Member at any time during usual business hours. The Board may if it deems it advisable, from time to time, designate one or more persons as Assistant Secretaries, who may perform the duties and exercise the powers of the Secretary when the Secretary is absent or it is inconvenient for him to act. Any third person dealing with the Association may presume conclusively that any Assistant Secretary acting in the capacity of the Secretary was duly authorized to act. They shall perform such other duties and have such other powers as the Board may from time to time prescribe, or as the President or Secretary may from time to time delegate.
- d) The Treasurer shall be responsible for the custody of corporate funds and securities, shall keep full and accurate accounts and records of receipts, disbursement and other transactions and books belong to the Association and shall deposit all funds and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall disburse funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board whenever they may require it an account of all his transactions as Treasurer and of the financial condition of the Association. The Treasurer shall perform such other duties and have such other authority as the Board may from time to time prescribe, or as the President may from time to time delegate. The Board may, from time to time if it deems advisable, designate one or more persons as Assistant Treasurer who may perform the duties and exercise the powers of the Treasurer if the Treasurer is absent or it is inconvenient for him to act. Any third person dealing with the Association shall be entitled to presume conclusively that any Assistant Treasurer, acting in the capacity of Treasurer, was duly authorized to do so. The Treasurer and/or Assistant Treasurers shall prepare a roster of the Members and the Assessments applicable thereto, and a record of the payment of such Assessments, and such records shall be kept at the principal offices of the Association and shall be open to inspection by any Member at any reasonable time during business hours.

They shall perform such other duties and have such other powers as the Board may from time to time prescribe, or as the President or Treasurer may from time to time delegate.

Section 3. Terms and Vacancies.

The officers of the Association shall hold office until their successors are elected or appointed and qualified, or until their death, resignation or removal from office. Any vacancy occurring in any office of the Association by death, resignation, removal or otherwise, may be filled by the Board.

Section 4. Compensation of Officers.

The officers shall receive no compensation for their services as such, except that if the Manager or any other employee of the Association holds any office he may be paid for the services as Manager, including performance of the duties of his office.

**ARTICLE V
ASSESSMENTS AND CHARGES**

Section 1. Imposition of Charge.

The Declaration uniformly imposes a charge on all of the Protected Tract (exclusive of any area within streets, boulevards, and other areas heretofore or hereafter dedicated for public purposes). The Charge shall be due and payable annually in advance on January 1. All past due payments of the Charge shall bear interest from their due date until paid at the maximum lawful rate. The Association (or an independent entity or agency which may be designated by the Association to receive such monies) shall levy, collect and receive Charges in accordance with the pertinent provisions of the Declaration.

Section 2. Rate of Assessment; Method of Calculation; Amount of Charge.

The Charge shall be fixed at a uniform per square foot rate on all property within the Protected Tract except areas within streets, boulevards, and other areas dedicated for public purposes, including property owned by the Association.

The amount of the Charge shall be fixed annually by the Board of Directors at least thirty (30) days prior to the commencement of the calendar year to which the Charge applies, in an amount which the board estimates will produce revenues from the property subject to the Charge estimated in good faith to approximate the costs and expenditures to be incurred during the following calendar year to provide the services and to carry out the purposes hereinafter specified and to provide reasonable reserves for contingencies. Notice of the Charge established for a calendar year shall be sent to the Owner of each Building Site subject to the Charge not later than December 15th of the calendar year preceding the calendar year for which the Charge is to be in effect; provided, however, that the providing of such notice of the Charge by such date shall not be a condition precedent to the validity of the Charge or the obligation of the owners of Building Sites to pay the Charge.

Section 3. Limit on Charge.

The Charge shall commence on a date specified by the Board of Directors and shall be prorated if such date is other than January 1, and shall be set by the Association each year thereafter as hereinabove specified; provided, however, the Charge for any calendar year after the initial year shall not exceed 115% of the Charge for the preceding calendar year unless a greater Charge is approved by majority vote of the Members present at a meeting of the Members of the Association called for such purpose.

Section 4. Security for Charge.

Payment of the Charge is secured by a continuing vendor's lien upon each Building Site (the "Lien"); provided, however, such Lien shall be subordinate to any first deed of trust or mortgage lien on a Building Site. Any foreclosure of any such prior lien on a Building Site shall extinguish the Lien securing the amount of the Charge due and payable prior to such foreclosure date, but no such foreclosure shall free any Building Site from the Lien securing the Charge thereafter becoming due and payable.

Section 5 Effect of Nonpayment of Charge.

The Charge levied by the Association against each Building Site shall be and is a personal obligation of the Owner thereof and is secured by a Lien on the Building Site, which Lien was created by recordation of the Declaration. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the maximum lawful rate. The Association may bring an action at law against the Owner of the Building Site personally obligated to pay the assessment, or foreclose the Lien against the property of such Owner. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge.

By acquiring a Building Site, an Owner grants to the Association a power of sale in connection with the Association Lien. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Building Site at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Building Site. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Building Site by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Building Site sold at foreclosure. The Owner shall have no right of redemption after or resulting from a foreclosure sale of the Association's Lien. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the Lien. At any time before a nonjudicial foreclosure sale, an Owner of a Building Site may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Building Site under Chapter 32, Tax Code, shall not discharge the Association's Lien under this paragraph or under a declaration for amounts becoming due to the Association after the date of foreclosure of the tax lien. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Building Site.

Section 6. Use of Funds.

The funds attributable to the Charge may be used for one or more of the following purposes, which listing is not exclusive: planting and landscaping maintenance; mowing; mosquito control and abatement; security services; liability and property insurance for the Association, its directors and property; street sweeping; traffic control; repair and maintenance of public areas, easements and rights of way; illumination; street signs and other signs and forms of identification; maintenance, repair and lighting of boulevards, streets, roads, medians, and parks; repair, replace and maintain fixtures and improvements (such as underground irrigation systems), maintenance of drainage easements and management fees; and such other purposes as may be deemed by the Board of Directors, in its discretion and good faith, to be necessary or desirable to give effect to and enforce this Declaration and to promote the health, safety, welfare and the general benefit and enjoyment of the owners of all or portions of the Protected Tract. The judgment of the

Board of Directors exercised in the allocation and expenditure of the Charge shall be final so long as such judgment is exercised in good faith. The enumeration of the purposes for which the Charge may be expended carries no obligation to furnish any of said services except to the extent of funds actually received by the Association and available for such purposes.

Section 7. Special Assessments for Capital Improvements.

In addition to the Charge, the Association may levy, once in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement in the Protected Tract owned by the Association, provided that any such special assessment shall have the approval by two-thirds (2/3) vote of the Members of the Association voting at a meeting of the Members duly called for this purpose. Such special assessment will be due and payable as set forth in the resolution authorizing such assessment and shall be levied on a square footage basis against all Building Sites within the Protected Tract. Special Assessments shall be secured by the Lien in the same manner as the Charge and may be collected as specified in Section 1 of this Article V above.

Section 8. Enforcement.

Enforcement of the Declaration may be by any Owner or the Association. The legal fees and costs incurred by the Association in the enforcement of this Declaration or in the collection of the Charge or any other sums to be paid pursuant to this Declaration shall be paid by the person or entity against whom enforcement is sought should the Association prevail in such action.

**ARTICLE VI
MISCELLANEOUS**

Section 1. Resolutions.

Resolutions, rules and regulations adopted by the Board from time to time, pursuant to the Declaration or these Bylaws or in the exercise of its duties which do not amend these Bylaws need not be filed for record in the County Clerk's office, but the records thereof shall be kept in the minute book.

Section 2. Amendment by the Association.

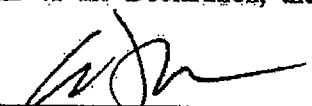
These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by majority vote at any meeting of the Association at which a quorum is present.

Section 3. Amendment by the Board.

The Board may alter, amend and repeal such Bylaws, and adopt new Bylaws, by a vote of a majority of the authorized number of directors.

Section 4. Declaration.

The Association shall at all times be subject to, and operated in conformity with the terms of the Declaration and any amendments to the Declaration recorded in the Real Property Records of Fort Bend County, Texas, which Declaration and any amendments to the Declaration are incorporated as a part hereof. Should any provision of these Bylaws conflict with the provisions of the Declaration, the applicable provision of the Declaration shall control.


_____, Secretary
ER. SANFORD
(Printed Name)



**PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE**
for
FREEPORT SOUTHWEST OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the Managing Agent for Freeport Southwest Owners Association, Inc., a non-profit corporation ("Association") organized and existing under the laws of the State of Texas, submits the following information which supersedes any prior Management Certificate filed by the Association:

1. Name of Subdivision: The real property under the jurisdiction of the Association is commonly referred to as Freeport Southwest Business Park.
2. Name of Association: The name of the Association is Freeport Southwest Owners Association, Inc.
3. Recording Data for the Subdivision:
 - a. 226.0402 acres of land described by metes and bounds in Exhibit "A" attached to the "Declaration of Covenants, Conditions and Restrictions for Freeport Southwest Business Park" recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File 9721135.
4. Recording Data for the Declaration:*
 - a. Documents:
 - (1) Declaration of Covenants, Conditions and Restrictions for Freeport Southwest Business Park.
 - (2) First Amendment to the Declaration of Covenants, Conditions and Restrictions for Freeport Southwest Business Park.
 - (3) Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Freeport Southwest Business Park.
 - b. Recording Information:
 - (1) Fort Bend County Clerk's File No. 9721135.
 - (2) Fort Bend County Clerk's File No. 9811879.
 - (3) Fort Bend County Clerk's File No. 9844082.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Freeport Southwest Owners Association, Inc. c/o FirstService Residential Houston, 1330 Enclave Parkway, Suite 425, Houston, Texas 77077.
6. The Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is: Lisa Witten, Community Manager, FirstService Residential Houston. Address: 1330 Enclave Parkway, Suite 425, Houston, Texas 77077. Phone No.: 1.877.253.9689. Email Address: houston@fsresidential.com.
7. The Association's Dedicatory Instruments are Available to Members Online at: <https://freeportsouthwest.connectresident.com>.
8. The Amount and Description of the Fees and Other Charges Charged by the Association in Connection with a Property Transfer:

Description	Fee
Refinance Fee	\$ 100.00
Transfer Fee	\$ 275.00
Estoppel Letter Fee	\$ 260.00 - \$ 370.00

Executed on this 20 day of December, 2021.

**FREEPORT SOUTHWEST OWNERS
ASSOCIATION, INC.**

By: FirstService Residential, Managing Agent

By: L Witten

Printed: Lisa Witten

Its: Manager

*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Subdivision and to contact the Association. No

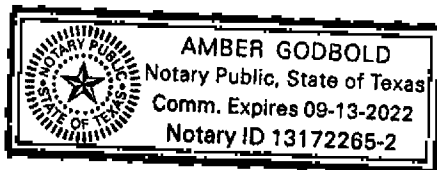
person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

THE STATE OF TEXAS §
 §
 COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 20th day of December 2021 personally appeared Lisa Witten, Community Manager of FirstService Residential, Managing Agent for Freeport Southwest Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas





DESCRIPTION OF 10.867 ACRES OR 473,347 SQ. FT.

A TRACT OR PARCEL CONTAINING 10.867 ACRES OR 473,347 SQUARE FEET OF LAND, SITUATED IN THE WILLIAM STAFFORD 1-1/2 LEAGUE SURVEY, ABSTRACT NO. 89, FORT BEND, TEXAS, BEING ALL OF UNRESTRICTED RESERVE "Q5" OF FREEPORT SOUTHWEST SECTION TEN, REPLAT OF RESERVE, MAP OR PLAT THEREOF RECORDED UNDER FORT BEND COUNTY PUBLIC RECORDS (F.B.C.P.R.) PLAT NUMBER (NO.) 20060047, DESCRIBED IN DEED TO AJAX CASH ROAD, LLC, RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2015111140 WITH SAID 10.867 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

BEGINNING AT A 5/8 INCH IRON ROD SET ON THE SOUTH RIGHT OF WAY (R.O.W.) LINE OF CASH ROAD, 100 FEET WIDE, RECORDED UNDER SLIDE 1790A AND B, F.B.C.P.R., FOR THE NORTHEAST CORNER OF CALLED 2.6621 ACRE TRACT NEWAY VALVE INTERNATIONAL, INC. RECORDED UNDER F.B.C.C.F. NO. 2011130185 AND THE NORTHWEST CORNER OF SAID UNRESTRICTED RESERVE "Q" AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 25 MIN. 20 SEC. EAST, ALONG THE SOUTH R.O.W. LINE OF SAID CASH ROAD, A DISTANCE OF 438.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHWEST CORNER OF TAU CENTRAL, LLC, RECORDED UNDER F.B.C.C.F. NO. 2020087338, SAME BEING THE NORTHEAST CORNER OF SAID OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 35 MIN. 56 SEC. EAST, WITH THE WEST LINE OF SAID TAU CENTRAL, LLC, AND THE WEST LINE OF A CALLED 5.1568 ACRES DESCRIBED IN DEED TO MW INDUSTRIAL INVESTMENTS, LLC, RECORDED UNDER F.B.C.C.F. NO. 2020182960, AND WITH THE WEST LINE OF FORT BEND IDS TAX ID NO. R39817, A DISTANCE OF 1,080.70 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 25 MIN. 20 SEC. WEST, WITH THE COMMON LINE OF SAID UNRESTRICTED RESERVE "Q5" AND SAID UNRESTRICTED RESERVE "Y" BLOCK 4 FREEPORT SOUTHWEST SECTION 15, RECORDED UNDER PLAT NO. 20060284, F.B.C.P.R., A DISTANCE OF 438.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF CALLED 2.2732 ACRES DESCRIBED IN DEED TO BRANCE KRACHY COMPANY, INCORPORATED F.B.C.C.F. NO. 2015009260, AND THE SOUTHWEST CORNER OF THERE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 35 MIN. 56 SEC. WEST, A DISTANCE OF 1,080.70 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 10.8665 ACRES OR 473,347 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 61158, PREPARED BY WINDROSE.

MATTHEW CARPENTER
R.P.L.S. NO. 6942
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

03-16-2026

DATE:

NOTES

1. Readings shown herein are based on the plat of Freepoint Southwest, Section Five.
2. All of the property subdivided in this above and foregoing plat is within the incorporated boundaries of the City of Stafford.
3. B.L. indicates "Building Line".
4. A.L. indicates "Aerial Easement".
5. U.E. indicates "Utility Easement".
6. S.W. S.E. indicates "Storm Sewer Easement".
7. S.S.E. indicates "Sanitary Sewer Easement".
8. W.L. indicates "Water Line Easement".
9. H.A.P. indicates "Houston Lighting and Power".
10. F.M. indicates "Floodplain".
11. F.B.C.P.R. indicates "Fort Bend County Plat Records".
12. F.B.C.D.R. indicates "Fort Bend County Deed Records".
13. C.F. No. indicates "Clerk's File Number".
14. R.O.W. indicates "Right-of-Way".
15. Elevations shown herein based on F.E.M.A. elevation Reference Monument No. 67, being a rebar spike in power pole on west side of Strand Street, approximately 100 feet north of bridge over Stafford Run, elevation 80.01 feet above sea level, N.G.V.D. 1929, 1973 adjustment.
16. Unless otherwise noted, all property corners are marked with 5/8" iron rebar with cap.

The Frost National Bank, owner and holder of a lien against the property described in the plat known as Freepoint Southwest Section Ten, Replat of Reserve "Q", said lien being evidenced by instrument of record in Harris County Clerk's File No. 2005148799, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein, to said plat and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

By: John Phelan
JOHN PHELAN, MARKET PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John Phelan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of February, 2006.

My Commission Expires 7-15-10
Notary Public in and for the State of Texas
My Commission Expires 7-15-10



FREEPPOINT SOUTHWEST
SECTION SEVEN
SLIDE NO. 17304 I.B. F.B.C.P.R.

CASH ROAD
(SLIDE 17904 A.B. F.B.C.P.R.)

DELTA = 04°06'22"
R = 2,050.00'
T = 73.49'
L = 146.91'
CHORD = 5 88°02'10" E
CHORD DIST. = 146.88'

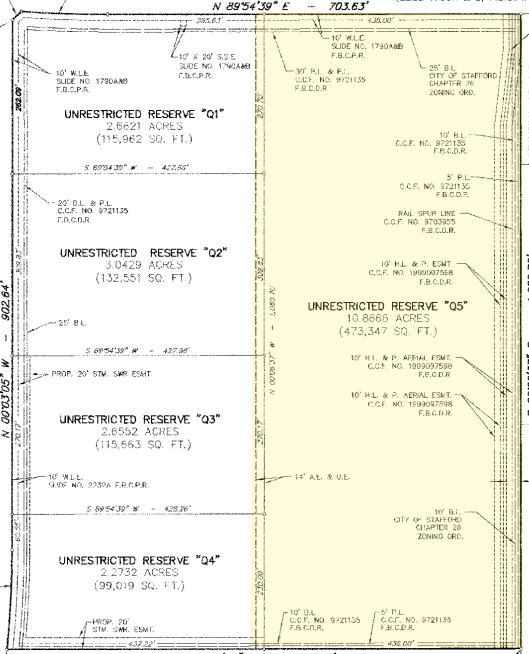
N 47°05'15" E
20.41'

P.O.B.

NORTH PROMENADE BOULEVARD
N 00°03'05" W - 902.64'

N 00°03'05" W - 902.64'

DELTA = 05°53'41"
R = 1650.00'
T = 64.95'
L = 169.76'
CHORD = N 02°53'46" E
CHORD DIST. = 169.68'



STAFFORD CROSSING
BUSINESS PARK
SECTION ONE
SLIDE NO. 17305
F.B.C.P.R.

ALPINE RD.
VOL. 19, P. 148
F.B.C.D.R.

NORWOOD HOMES INC.
FILE NO. 18926
F.B.C.D.R.

LEGEND	
B.L.	BUILDING LINE
C.F. NO.	CLERK'S FILE NUMBER
F.M.	FLOODPLAIN
F.B.C.D.R.	FORT BEND COUNTY DEED RECORDS
F.B.C.P.R.	FORT BEND COUNTY PLAT RECORDS
F.M.	FLOODPLAIN
I.R.	IRON ROD
R.O.W.	RIGHT OF WAY
R.P.	RADIUS POINT
VOL., PG.	VOLUME, PAGE

SCALE: 1" = 100'

STATE OF TEXAS
COUNTY OF FORT BOND

We, C-2 REAL ESTATE HOLDINGS, LTD., a Texas Limited Partnership acting by and through Albert W. Clay III, president and owner of Reserve Q1, Q2, Q3 and Q4 and ENTX PARTNERS, LTD., acting by and through Brian Hardy, president and owner of Reserve Q5, heretofore referred to as the Owners of the 21.5 acre tract described in the above and foregoing plat of Replat of Reserve "Q" Freepoint Southwest Section Ten do hereby make and establish said subdivision of said property according to all laws, regulations, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, paths, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed, and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally on additional eleven feet, six inches (11'6") for ten feet (10') perimeter ground easements or five feet, six inches (5'6") for sixteen feet (16') perimeter ground easements, from a plane sixteen feet (16') above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted herein, whereby the aerial easement totals twenty-one feet, six inches (21'6") in width.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally on additional ten feet (10') for ten feet (10') back-to-back ground easements or seven feet (7') for sixteen feet (16') back-to-back ground easements, from a plane sixteen feet (16') above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted herein, whereby the aerial easement totals thirty feet (30') in width.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, owners do hereby dedicate to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all bridges, creeks, gullies, roads, drains, ditches, or other natural drainage courses located and depicted upon said plat, as easements for drainage purposes, giving the City of Stafford, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such obstructions shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the C-2 REAL ESTATE HOLDINGS, LTD. has caused these presents to be signed by Albert W. Clay III, its president, heretofore authorized, attested by its Vice President, Robert H. Clay, this 15th day of February, 2006, and ENTX PARTNERS, LTD. has caused these presents to be signed by Brian Hardy, its president and theretofore authorized, attested by its Secretary, Colin Zak, this 15th day of February, 2006.

C-2 REAL ESTATE HOLDINGS, LTD.

ENTX PARTNERS, LTD.

BY: Albert W. Clay III, President

BY: Brian Hardy, President

ATTEST: Robert H. Clay, Vice President

ATTEST: Colin Zak, Secretary

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Albert W. Clay III and Robert H. Clay, known to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of February, 2006.

Notary Public in and for the State of Texas

My Commission Expires: June 16, 2008



STATE OF TEXAS

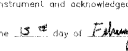
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Brian Hardy and Colin Zak, known to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of February, 2006.

Notary Public in and for the State of Texas

My Commission Expires: June 16, 2008



FREEPPOINT SOUTHWEST SECTION TEN, REPLAT OF RESERVE "Q"

BEING A 21.5000 ACRE (936,542 SQ. FT.) TRACT OF LAND BEING ALL OF UNRESTRICTED RESERVE "Q" OF FREEPPOINT SOUTHWEST SECTION TEN, RECORDED IN SLIDE NO. 2232A, F.B.C.P.R. IN THE WILLIAM STAFFORD 1-1/2 LEAGUE GRANT, A-89, CITY OF STAFFORD, FORT BOND COUNTY, TEXAS

REASON FOR REPLAT: TO SUBDIVIDE RESERVE "Q" INTO 5 UNRESTRICTED RESERVES

1 BLOCK 0 LOTS 5 RESERVES

OWNERS:

C-2 REAL ESTATE HOLDINGS, LTD.
800 GESSNER, SUITE 850
HOUSTON, TX 77024

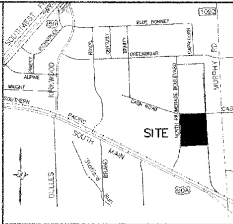
ENTX PARTNERS, LTD.
12718 CENTURY DRIVE
STAFFORD, TX 77477

ENGINEER:

CLAY DEVELOPMENT & CONSTRUCTION, INC.
800 GESSNER ROAD, SUITE 850
HOUSTON, TX 77024

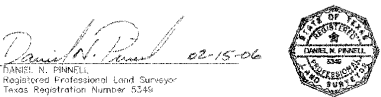
SCALE: 1" = 100'

FEBRUARY 2006



VICINITY MAP
SCALE: 1" = 2000'
KEYMAP PG. 569K

I, Daniel N. Pinnell, a Registered Professional Land Surveyor under the laws of the State of Texas, am authorized to practice the profession of land surveying, hereby certify that the above subdivision true and correct, was prepared from an actual survey of the property made under my supervision on the ground, that all boundary corners, angle points, points of curvature and other points of reference have been marked with five-eighths (5/8") inch diameter iron rod or one (1") inch galvanized iron pipe, three (3") feet long, and that the plat boundary corners have been tied to the nearest street intersection.



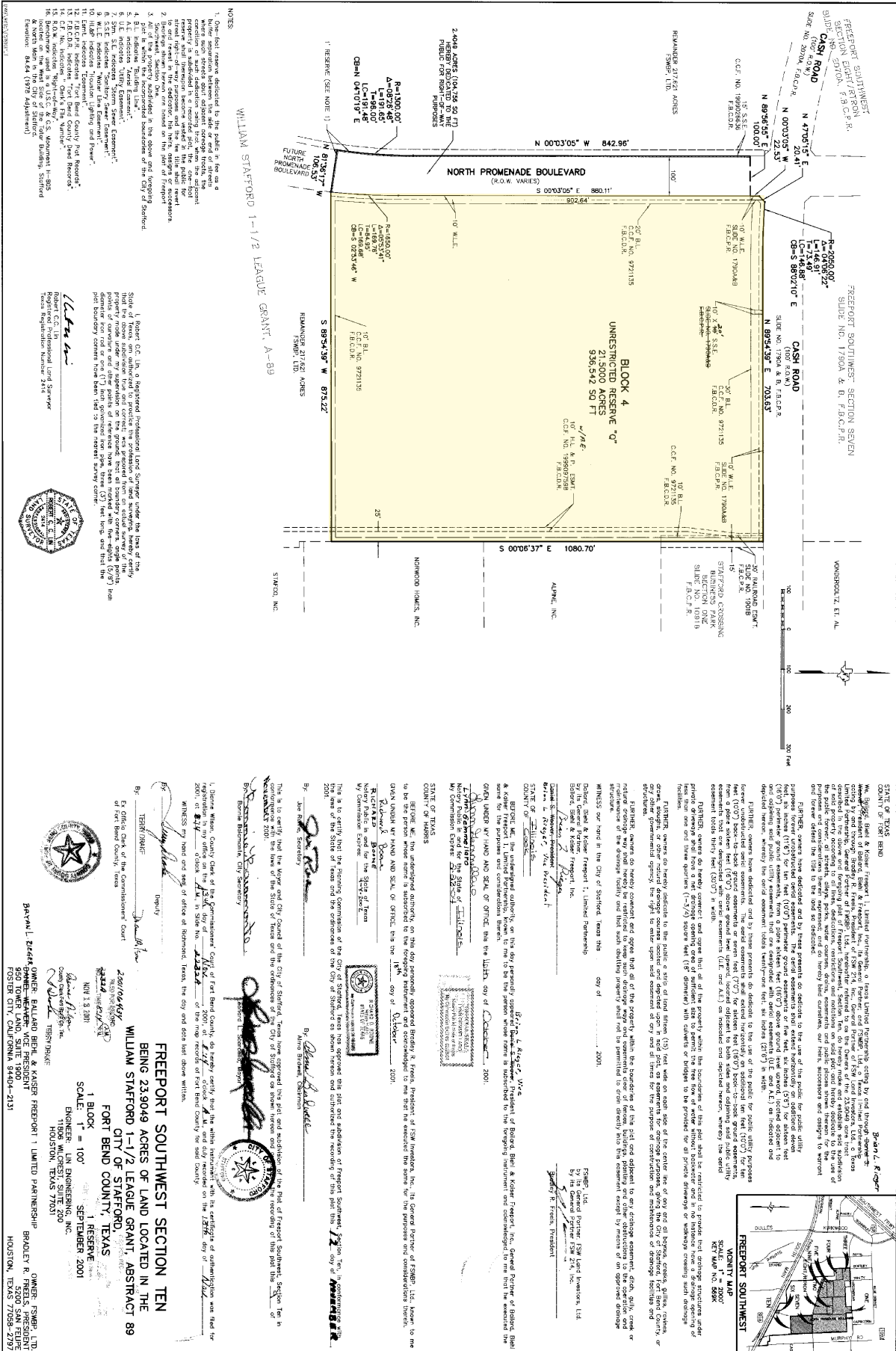
I, Dianne Wilson, County Clerk of the Commissioners' Court of Fort Bend County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on the 15th day of March, 2006, at 10:52 A.M., filed in Plat No. 20060047 of the plat records of Fort Bend County for said County.

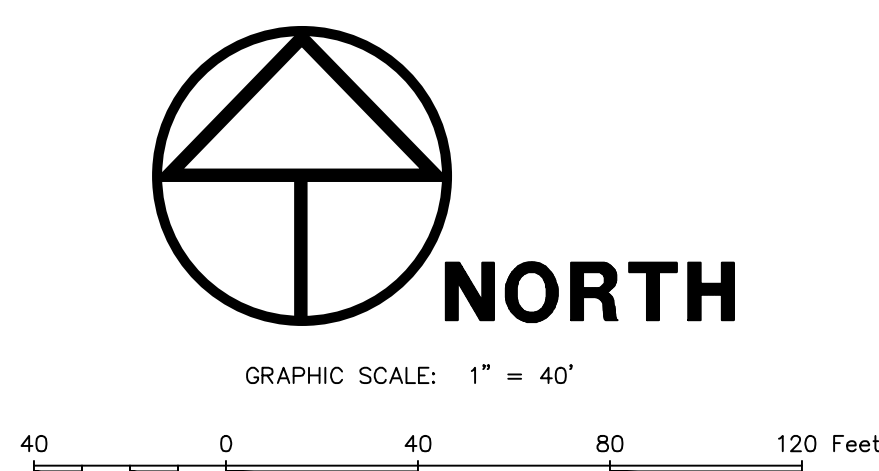
WITNESS my hand and seal of office at Richmond, Texas, the day and date last above written.

By: Christina A. Martinez, Deputy

By: Dianne Wilson, County Clerk of the Commissioners' Court of Fort Bend County, Texas







**NORTH PROMENADE
BOULEVARD**
WIDTH VARIES

UNRESTRICTED RESERVE *M-1*
REPLAT OF RESERVE *M*
FREPORT SOUTHWEST SECTION SEVE
PLAT NO. 20010205, F.B.C.P.R.

CALLED 2.6621 ACRES
 WAY VALVE INTERNATIONAL, INC.
 F.B.C.C.F. NO. 2011130185

SCHEDULE 'B' NOTES

ALL OF UNRESTRICTED RESERVE "Q5" OF FREEPORT SOUTHWEST SECTION TEN, REPLAT OF RESERVE "Q", A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILE NO. 20060047, IN THE MAP RECORDS OF FORT BEND COUNTY, TEXAS.

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:

AS SET FORTH IN COUNTY CLERK'S FILE NO. 20060047 OF THE PLAT RECORDS FORT BEND COUNTY, TEXAS, AND AS SET FORTH IN INSTRUMENT FILED FOR RECORD UNDER FORT BEND COUNTY CLERK'S FILE NO. 9721135, AS AMENDED BY INSTRUMENTS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NOS. 9811879 AND 9844082, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN

10b. 10 FOOT WIDE WATER LINE EASEMENT ADJACENT TO AND ALONG THE NORTH PROPERTY LINE AS SET FORTH ON PLAT RECORDED IN COUNTY CLERK'S FILE NO. 20060047, PLAT RECORDS, FORT BEND COUNTY, TEXAS; (SHOWN HEREON)

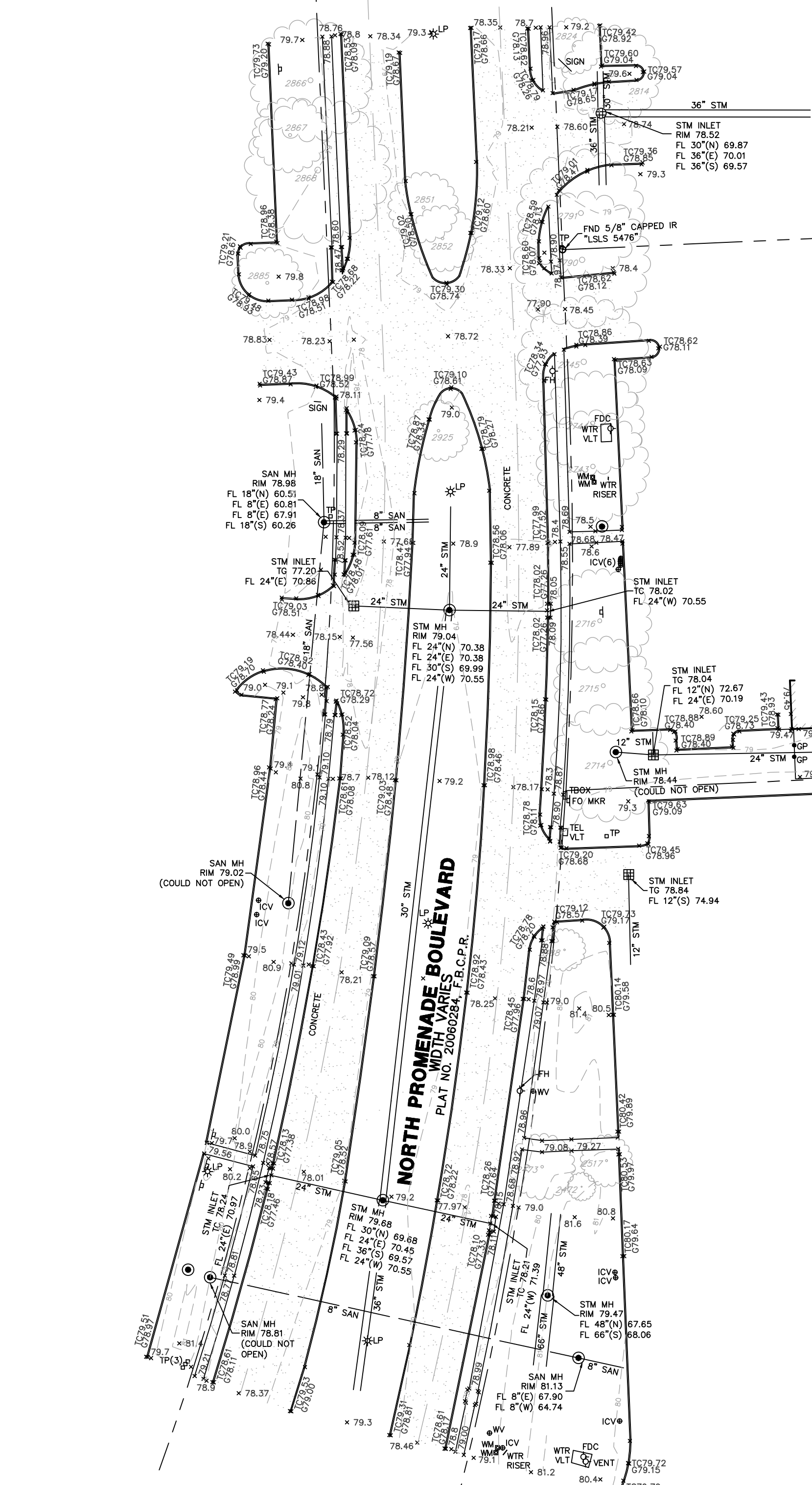
- [illegible]

TREE TABLE		
POINT	SIZE	TYPE
1028	24"	OAI
1038	20"	OAI
1040	23"	OAI
1052	15"	OAI
1063	24"	OAI
1076	17"	OAI
1084	20"	OAI
1097	14"	OAI
1098	23"	OAI
1141	21"	OAI
1154	8"	CM
1159	12"	OAI
1170	13"	OAI
1256	12"	OAI
1257	12"	OAI
1264	10"	OAI
1265	8"	OAI
1266	11"	OAI
1274	12"	OAI
1356	25"	OAI
1362	16"	OAI
1370	12"	OAI
1390	22"	OAI
1410	18"	OAI
1411	12"	OAI
1412	17"	OAI
1442	8"	CM
1451	16"	OAI
1458	6"	CM

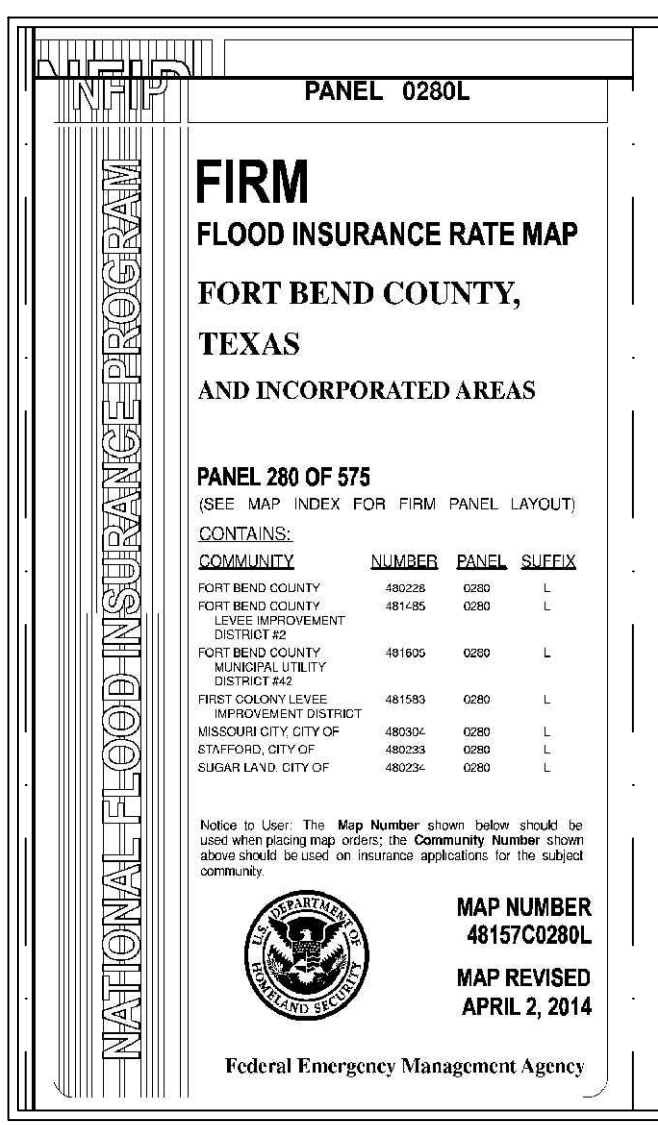
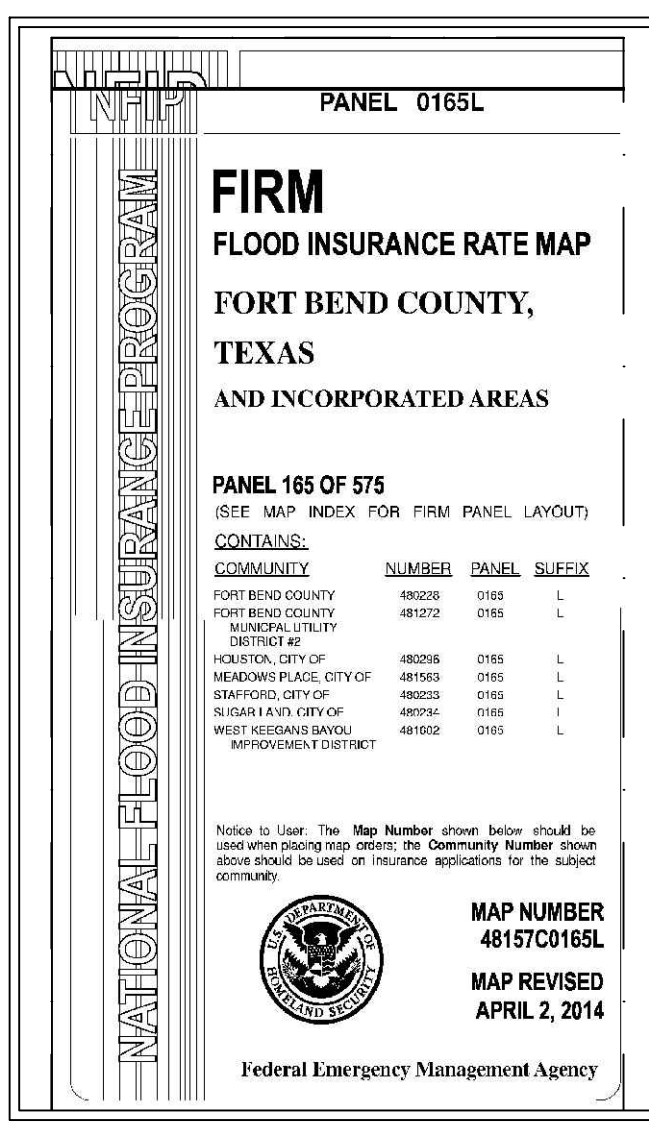
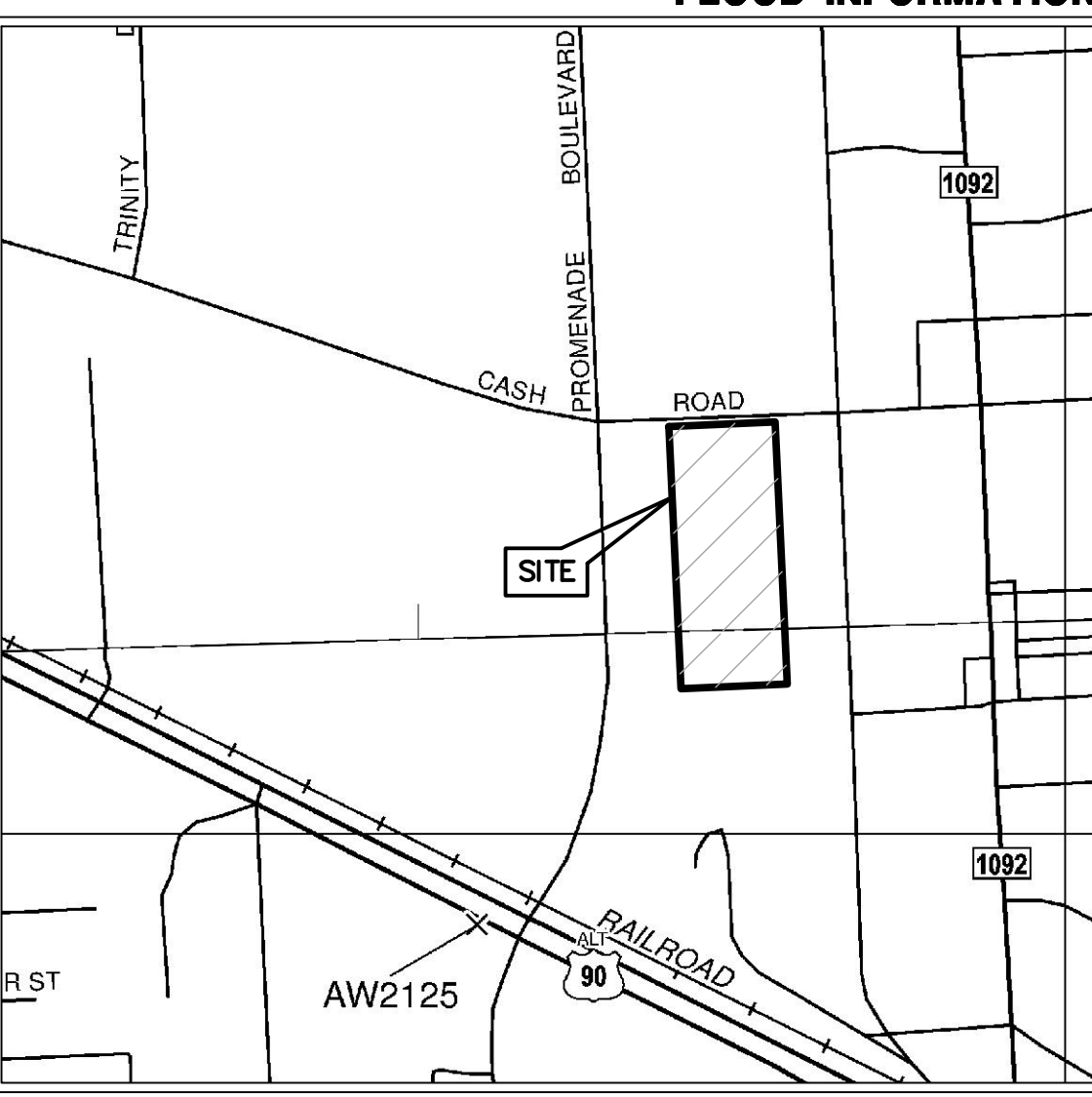
PCIN	TABLE	TYPE
1459	11"	CM
1460	7"	CM
1469	9"	OAK
1470	14"	OAK
1514	7"	OAK
1515	5"	OAK
1516	4"	OAK
1517	6"	OAK
1544	11"	CM
2472	6"	PINE
2473	14"	PINE
2488	9"	PINE
2517	11"	PINE
2714	25"	OAK
2715	21"	OAK
2716	22"	OAK
2743	24"	OAK
2744	22"	OAK
2745	28"	OAK
2790	29"	OAK
2791	27"	OAK
2814	21"	OAK
2824	12"	OAK
2851	15"	CM
2852	14"	CM
2866	26"	OAK
2867	16"	OAK
2868	31"	OAK
2885	15"	OAK
2925	13"	CM

UNRESTRICTED RESERVE "Q2A"
REPORT SOUTHWEST, SECTION T
EPLAT OF RESERVES "Q2" AND "
PLAT NO. 20070201, F.B.C.P.R.

10.8665 ACRES
473,347 SQ. FT.



FLOOD INFORMATION



LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

[illegible]

BENCHMARK PUBLISHED ELEVATION – 70.76

FORT BEND REFERENCE MARK NO. 040850 BEING A BRASS DISC STAMPED (040850) FROM THE INTERSECTION OF WEST AIRPORT BOULEVARD AND JEBBIA LANE MONUMENT IS LOCATED ON THE NORTH SIDE OF WEST AIRPORT BOULEVARD AND ACROSS FROM JEBBIA LANE.

TEMPORARY BENCHMARK "AA" ELEVATION - 81.59

SET BOX CUT ON CURB APPROXIMATELY ± 899 FEET EAST FROM THE INTERSECTION OF CASH ROAD AND PROMENADE BOULEVARD LOCATED ALONG THE CENTER LINE OF CASH ROAD AT THE VERY END OF MEDIAN ISLAND. (SHOWN HEREON)

K "BB" ELEVATION - 78.03

SET BOX CUT ON STORM INLET APPROXIMATELY $\pm$ 582 FEET EAST FROM THE INTERSECTION OF CASH ROAD AND PROMENADE BOULEVARD ON THE SOUTH RIGHT OF WAY LINE OF PROMENADE BOULEVARD. (SHOWN HEREON)

REVISIONS		
DATE	REASON	B

SURVEYOR'S CERTIFICATION

TO: WARD, GETZ, & ASSOCIATES, LLP.
AJAX CASH ROAD, LTD.

I DO HEREBY CERTIFY THAT THE ABOVE LISTED THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND AND WAS PERFORMED UNDER MY SUPERVISION, THAT THIS DAY I CORRECTLY REPRESENTS THE PROPERTY LEGALLY DESCRIBED HEREON, THAT THE FACTS FOUND AT THE TIME OF THIS SURVEY SHOW THE IMPROVEMENTS AND THAT THERE ARE NO VISIBLE ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN. THIS SURVEY SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS' STANDARD PRACTICES, STANDARD 7.0, CATEGORY 1, STANDARD CONDITION III SURVEY, AND CATEGORY 6, CONDITION 1 SURVEY, TO THE BEST OF MY KNOWLEDGE. THE FIELD WORK WAS COMPLETED ON FEBRUARY 27, 2026.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY
PURPOSE AND SHALL NOT BE USED OR VIEWED OR
RELIED UPON AS A FINAL SURVEY DOCUMENT

3/10/2026
DATE

MATTHEW CARPENTER
Registered Professional Land Surveyor
Texas Registration No. 6942



WINDROSE

LAND SURVEYING I PLATTING
5353 W SAM HOUSTON PKWY N, STE 150 | HOUSTON, TX 77041 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

LAND TITLE & TOPOGRAPHIC SURVEY OF

UNRESTRICTED RESERVE "Q5" FREEPORT SOUTHWEST
SECTION TEN, REPLAT RESERVE PLAT NO. 20060047, F.B.C.P.R.
(CALLED 10.8666 ACRES OR 473.347 SQ. FT.)

(CALLED 10.8000 ACRES OR 475,347 SQ.F.T.)
SITUATED IN THE
WILLIAM STAFFORD 1-1/2 LEAGUE SURVEY

ABSTRACT NO. 89
FORT BEND COUNTY, TEXAS

COPYRIGHT © WINDROSE LAND SERVICES THIS DOCUMENT IS COPYRIGHTED AND IS AN INSTRUMENT OF SERVICE FOR THE SPECIFIC PROJECT OR TRANSACTION FOR WHICH IT WAS PREPARED. REUSE, COPYING OR MODIFICATION OF THIS DOCUMENT WHETHER IN HARD COPY OR ELECTRONIC FORMAT OTHER THAN FOR THE SPECIFIC PURPOSE INTENDED,

WITHOUT WRITTEN PERMISSION FROM WINDROSE LAND SERVICES IS A VIOLATION OF FEDERAL COPYRIGHT LAW.		
FIELDLED BY: CC	CHECKED BY: JL	JOB NO. 61158



May 5, 2026

AT&T
7602 Spring Cypress Rd
Spring, TX 77379
jw2160@att.com

To Whom It May Concern:

I am enclosing a copy of a proposed plat of **Goodman Commercial Park**. The purpose of the replat is **to create 2 Reserves**. We are preparing the plat for recordation in the Map Records of Fort Bend County. Per the City of Stafford subdivision regulations, we are requesting a "No Objection" letter for the attached plat.

If you have any questions or comments, please contact **David Hernandez at 346-998-3786**.

Please send a copy of the report to David Hernandez at Windrose Land Services to David.hernandez@windroseservices.com.

Thank you,

David Hernandez

David Hernandez

PLATTING PROJECT MANAGER

WINDROSE LAND SURVEYING

5353 W. Sam Houston Pkwy N. Suite 150 Houston, TX 77041

O: [\(713\) 458-2281](tel:(713)458-2281) | D: [\(346\) 998-3786](tel:(346)998-3786)

WINDROSESERVICES.COM | FIRM REGISTRATION NO. 10108800



May 5, 2026

CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002
Plat.Review.TX@centerpointenergy.com

To Whom It May Concern:

I am enclosing a copy of a proposed plat of **Goodman Commercial Park**. The purpose of the replat is **to create 2 Reserves**. We are preparing the plat for recordation in the Map Records of Fort Bend County. Per the City of Stafford subdivision regulations, we are requesting a "No Objection" letter for the attached plat.

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Please send a copy of the report to David Hernandez at Windrose Land Services to david.hernandez@windroseservices.com.

Thank you,

David Hernandez
PLATTING PROJECT MANAGER

WINDROSE LAND SURVEYING
5353 W. Sam Houston Pkwy N. Suite 150 Houston, TX 77041
O: (713) 458-2281 | D: (346)-998-3786
WINDROSESERVICES.COM | FIRM REGISTRATION NO. 10108800



Development Services

Memorandum

DATE: June 5, 2026

TO: City Council

FROM: Silvia Bolivar, PLA AICP/*SBolivar*
City Planner

RE: Replat/Subdivision – 10711 Cash Road
Specific Use Permit – 9731 Mula Road

The City of Stafford received two applications for consideration at the June Planning and Zoning Hearing.

The first application is a replat/subdivision request for property located at 10711 Cash Road, Stafford, Texas 77477. The applicant proposes to subdivide the existing parent tract into two lots.

The second application is a Specific Use Permit request for an existing automobile sales operation located at 9731 Mula Road, Stafford, Texas 77477.

The requests were heard at the June 9, 2026 Planning and Zoning Commission hearing.

Attached please find the Staff Reports and supporting materials for your review.

If you have any questions or need further information, please contact me at SBolivar@staffordtx.gov or (281) 261-3920.



Development Services Department

Specific Use Permit Staff Report

Planning & Zoning Commission Public Hearing Date: June 9, 2026
City Council Public Hearing Date: June 17, 2026

Rezoning Case: 2026-713

Property Owner(s): Colony Auto Group

Applicant(s): Hamid Mirabi

Legal Description: 0.660 Acres of land, being Lot 1, Shuman Subdivision, G.H. Ball Survey, Abstract No. 117 (0541 G H Ball, Lot 1 Shuman Subdivision (Pt in A-117).

Location: 9731 Mula Road (Exhibit "A")

Area: 0.66 Acres

Present Zoning: RCT (Residential, Commercial, Technology District) (Exhibit "B")

Comp Plan Designation: Light Industrial/Manufacturing (Exhibit "C")

Request: Specific Use Permit for Auto-Related Uses

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Mixed Use (MU)	Vacant
South	Residential, Commercial, Technology (RCT)	Vacant/Commercial
East	Residential, Commercial, Technology (RCT)	Commercial
West	Residential, Commercial, Technology (RCT)	Industrial/Technology

Request

The applicant requests approval of a Specific Use Permit (SUP) to allow the continued operation of an automobile sales business, including both new and used vehicle sales, at 9731 Mula Road, the subject site (Appendix A). The proposed SUP would authorize existing auto sales use currently operating within an approximately 12,000-square-foot industrial warehouse building. The business is proposed to operate between the hours of 8:00 am to 6:00 pm, Monday through Saturday.

The subject property is zoned Residential, Commercial, and Technology (RCT) District (Exhibit B). Pursuant to the applicable RCT regulations, automobile sales are permitted within the district only upon approval of a Specific Use Permit. Approval of the request would bring the existing use into compliance with current zoning requirements.

The applicant has operated on the subject property since 2008, originally under the business name Colony Limousine. Prior to the acquisition of the property, an Environmental Site Assessment (ESA) was conducted to evaluate existing environmental conditions. Following the purchase, the applicant pursued establishment of operations at the site and obtained various permits and approvals, including signage permits and routine fire inspection approvals. However, based on information provided by the applicant and confirmed by staff, a Certificate of Occupancy was not issued. The reason for the absence of a Certificate of Occupancy is not documented in the available records.

In 2019, the applicant's limousine business experienced a significant decline in operations due to the impacts of the COVID-19 pandemic and the resulting reduction in transportation and event-related bookings. In response to changing market conditions, the business transitioned from limousine services to automobile sales and began operating as Colony Auto Group. Records indicate that the business has maintained an active registration with the Texas Department of Motor Vehicles since 2019, authorizing the sale of motor vehicles in the State of Texas.

The requested Specific Use Permit (SUP) would formally recognize and authorize the existing automobile sales operation at the subject property, allowing the business to continue operating at its current location in compliance with the applicable zoning regulations of the Residential, Commercial, and Technology (RCT) District. Approval of the SUP would bring the existing use into conformance with the requirements of the zoning ordinance and provide a regulatory framework for the continued operation of the business at the site.

Planning and Zoning Commission Role

The Planning and Zoning Commission is hearing this case because all Specific Use Permit applications are required to be reviewed by the Commission prior to City Council consideration.

Pursuant to Section 62-37 of the City's Code of Ordinances, the Commission serves in an advisory capacity to the City Council on matters related to planning, zoning, and development. The Commission's duties include evaluating and recommending plans for the orderly growth and improvement of the city; reviewing subdivision plats and development regulations; considering the layout and coordination of streets, utilities, parks, and other public facilities; assisting with long-range planning efforts within the city limits and its extraterritorial jurisdiction; and conducting public hearings to make recommendations to the City Council regarding proposed amendments to zoning regulations and zoning district boundaries in accordance with applicable state law.

Context

The subject property is located within an area characterized by a mix of two zoning districts and land uses. Properties to the north are zoned Mixed Use (MU), while properties to the south, east, and west are zoned Residential, Commercial, and Technology (RCT). The surrounding area contains a variety of land uses, including vacant land, commercial development, industrial uses, and technology-oriented businesses.

The site is located within an area generally bounded by Mula Road and Stafford Road. Access to the property is provided from Mula Road. Consistent with the development pattern of the surrounding RCT-zoned area, sidewalks have not been constructed along either side of Mula Road adjacent to the site. As a result, pedestrian infrastructure in the immediate vicinity is limited and access to the property is primarily vehicular in nature.

Analysis of City Plans and Ordinances

Comprehensive Plan Analysis

Future Land Use Map/Plan: The primary purpose of the Future Land Use Map is to function as a flexible guide for City staff and decision-makers. It establishes a logical framework for decision-making, helping ensure that individual actions align with broader community objectives. Additionally, the Future Land Use Plan safeguards property investments by promoting compatible and well-coordinated development.

The Future Land Use Map designates the subject property as Light Industrial/Manufacturing (Exhibit C).

Comprehensive Plan Applicable Goals

The proposed Specific Use Permit is generally consistent with the Economic Development and Future Land Use elements of the City of Stafford Comprehensive Plan. The request supports

the continued operation of an established business within an existing developed area and promotes continued investment in an existing commercial property. Approval of the SUP would bring the existing automobile sales use into compliance with current zoning regulations and provide an appropriate regulatory framework for its continued operation. The proposed use is compatible with the surrounding development pattern, which consists primarily of commercial, industrial, technology-oriented, and vacant properties. Therefore, staff finds the request to be generally consistent with the intent of the Comprehensive Plan and the purpose of the Residential, Commercial, and Technology (RCT) District.

Comprehensive Zoning Ordinance

Current Zoning

The subject property is zoned RCT (Residential, Commercial & Technology) District. RCT is established as a multiple use district to accommodate large scale development on lands lying north of U.S. Highway 90A with strict enforcement of performance standards, to preserve and protect appropriate locations for a wide range of existing and future high tech industries and distribution centers that rely upon regional accessibility through proximity to major highways and railways. In addition, the district is designed to accommodate existing and future large scale retail, office, hotel, and multifamily residential development associated with Highway 59 frontage in accordance with applicable policies as set forth in the land use policy plan.

Definitions

Nonconforming use: Means a use of a building or land which was lawful prior to the adoption of this chapter or amendment hereto, but which, following the adoption of this chapter or amendment hereto, is prohibited.

Auto sales, new and used: Means an open area or lot used for the display or sale of automobiles, trucks, and vans, where no repair work is done except minor reconditioning of the cars to be displayed and sold on the premises and no dismantling of cars for sale or keeping of used car parts or junk on the premises.

Comprehensive Zoning Ordinance

Specific Use Permit – Standards Section 102-102.5 - Staff Analysis follows in italics.

Factors for consideration. When considering applications for a specific use permit, the Planning and Zoning Commission in making its recommendation and the City Council in rendering its decision on the application shall, on the basis of the concept plan/site plan and other information submitted, evaluate the impact of the special use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The planning and zoning commission and the city council shall specifically consider the extent to which:

1. The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted comprehensive plan;

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

The proposed use is generally consistent with the goals and intent of the City of Stafford Comprehensive Plan and the purpose of the Residential, Commercial, and Technology (RCT) District. The request allows the continued operation of an established business within a developed commercial area, supports ongoing economic activity, and promotes continued investment in an existing property. The automobile sales operation occupies an existing building, is compatible with the surrounding pattern of commercial, industrial, and technology-related development, and is a use permitted within the RCT District upon approval of a Specific Use Permit. Approval of the request would bring the existing use into compliance with current zoning regulations and allow the business to continue operating in accordance with the requirements of the zoning ordinance.

3. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, including but not limited to:

The proposed use is compatible with the surrounding development pattern and is not expected to adversely affect adjacent properties or nearby neighborhoods. The subject property is located within an area characterized by commercial, industrial, technology-related, and vacant properties, and the automobile sales operation has been established at the site for several years. No expansion of the existing building or significant site modifications is proposed as part of this request, and staff is not aware of any adverse impacts associated with the operation that would necessitate additional mitigation measures.

- a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;

The ingress and egress to the property and structure are adequate. Conditions of Approval will require the formal review by the Fire Marshal and Building Official/Inspector in order to grant the Certificate of Occupancy.

- b. Off-street parking and loading areas;

This criterion is not applicable to the request. The proposed Specific Use Permit is intended to authorize the continued operation of an existing automobile sales business within an existing building and does not include any building expansion, site redevelopment, or modifications to the existing parking or loading areas. Existing on-site parking and vehicle display areas are already provided, and no changes are proposed as part of this

application.

- c. Refuse and service areas;

This criterion is not applicable to the request.

- d. Utilities with reference to location, availability, and compatibility;

This criterion is not applicable to the request. The site is currently served by existing public utilities, and no modifications to utility infrastructure are proposed as part of this application.

- e. Screening and buffering to minimize visual impacts, and/or set-backs from adjacent uses;

Vehicles displayed for sale are visible from Mula Road. Therefore, staff recommends a condition of approval requiring screening of vehicle display areas from the public right-of-way in accordance with the zoning ordinance. With this condition, staff finds that the visual impacts of the proposed use will be adequately mitigated and will comply with Section 102-152, Screening and Fencing.

- f. Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

No new signage or exterior lighting is proposed as part of this request. Therefore, staff finds that the proposed use will not create additional impacts related to signage, lighting, glare, traffic safety, or compatibility with surrounding properties.

- g. Required yards and open space;

The subject property is an existing developed site that complies with the dimensional standards of the Residential, Commercial, and Technology (RCT) District. No building additions or modifications affecting required yards or open space are proposed as part of this request. Therefore, staff finds this criterion is satisfied.

- h. Height and bulk of structures;

This criterion is not applicable to the request. No new buildings or structures are proposed, and the existing development will remain unchanged.

- i. Hours of operation;

The proposed hours of operation, 8:00 a.m. to 6:00 p.m., Monday through Saturday, are compatible with surrounding commercial uses in the RCT District.

- j. Exterior construction material and building design; and

This criterion is not applicable to the request. No new buildings or structures are proposed, and the existing development will remain unchanged.

- k. Roadway adjustments, traffic control mechanisms, and access restrictions to control traffic as may be needed to reduce or eliminate development-generated traffic on neighborhoods streets.

This criterion is not applicable to the request.

- 4. The proposed use is not materially detrimental to the public health, safety, convenience, morals, and welfare, or results in material damage or prejudice to other property in the vicinity.

The proposed use is not expected to be materially detrimental to the public health, safety, convenience, morals, or general welfare. The automobile sales operation has been established at the site since 2019 and is located within an area characterized by commercial, industrial, and technology-related uses. No expansion of the existing building or significant site modifications are proposed, and staff is not aware of any adverse impacts associated with the operation that would result in material damage or prejudice to surrounding properties.

Agency Comments

No formal agency comments were received as of the writing of this report. If the Specific Use Permit is approved, the applicant will be required to apply for a Certificate of Occupancy/Change of Use. The Certificate of Use process will require review and approval by the Fire Marshal, Building Official, and Planning and Zoning Department to ensure compliance with all applicable City regulations.

Public Comment/Notification Requirements

A Notice of Public Hearing was published in the newspaper on May 20, 2026. Property owners within 200 feet of the project site were mailed notification of the proposal on May 28, 2026 (Exhibits D & E).

The required public notice sign was posted on the property on May 27, 2026 informing nearby residents and the general public of the hearing.

Staff received one letter of support of the request (Appendix H).

Staff Analysis

The applicant requests approval of a Specific Use Permit (SUP) to allow the continued operation of an automobile sales business within an existing 12,000-square-foot building located at 9731 Mula Road. Automobile sales are permitted in the Residential, Commercial, and Technology (RCT) District with approval of a Specific Use Permit. Approval of the request would bring the existing use into compliance with the City's zoning regulations.

The subject property is designated Light Industrial/Manufacturing on the Future Land Use Map and is located within an area characterized by commercial, industrial, technology-oriented, and vacant properties. The automobile sales operation occupies an existing building and no expansion of the structure or significant site modifications are proposed. The proposed use is compatible with the surrounding development pattern and the operating hours are consistent with surrounding commercial uses.

The applicant has operated a business from the site since 2008 and has conducted automobile sales operations since 2019. Staff is not aware of any adverse impacts associated with the operation. The request supports the continued use of an existing commercial property and establishes an appropriate regulatory framework for the business through the Specific Use Permit process.

As proposed, the request generally complies with the intent of the Comprehensive Plan and the purpose of the RCT District. Staff recommends a condition of approval requiring screening of vehicle display areas from the public right-of-way in accordance with Section 102-152 of the Zoning Ordinance. Subject to this condition and the issuance of a Certificate of Occupancy, staff finds that the proposed use is compatible with surrounding development and satisfies the applicable Specific Use Permit review criteria.

Staff Recommendation

Based on the findings and analysis contained in this report, staff recommends approval of the Specific Use Permit, subject to the recommended Conditions of Approval.

Conditions of Approval

1. All vehicle display areas visible from the public right-of-way shall be screened in accordance with Section 102-15 of the City of Stafford Code of Ordinances, subject to review and approval by the City Planner and Building Official.

2. The applicant shall obtain a Certificate of Occupancy for the automobile sales use. Issuance of the Certificate of Occupancy/Change of Use shall require submission of plans and completion of a full plan review to ensure compliance with all applicable City codes and regulations, including review and approval by the Planning and Zoning Department, Building Official, and Fire Marshal.
3. The Specific Use Permit shall be limited to automobile sales, new and used.

Silvia Bolivar

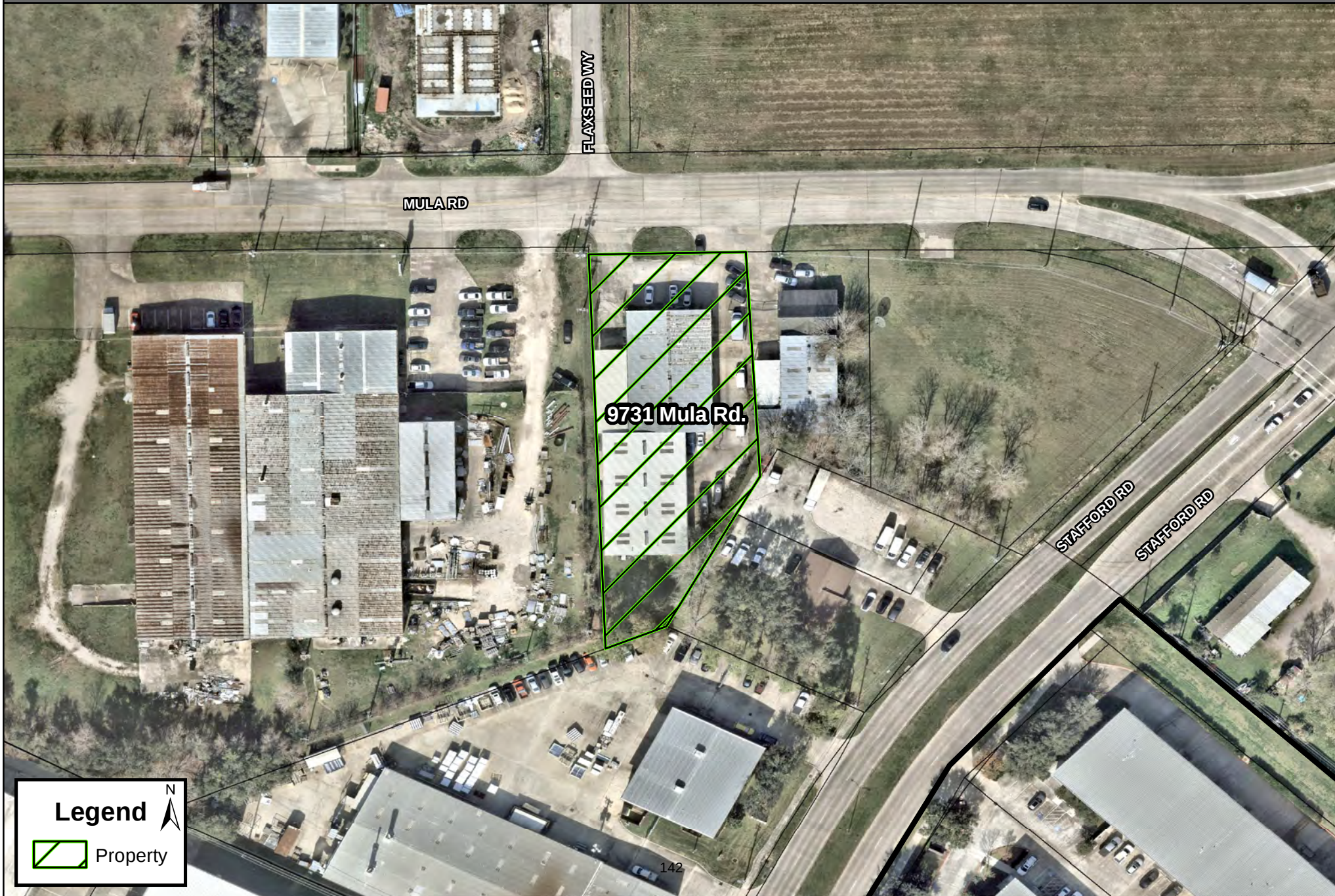
Silvia Bolivar, PLA AICP
City Planner

EXHIBITS

- A. Aerial Location Map (Property location)
- B. Zoning Map
- C. Future Land Use Map
- D. Notification Boundary
- E. Public Notice_Proof of Mailing
- F. Site Photos
- G. Specific Use Permit Application & Supporting Documentation
- H. Letter of Support

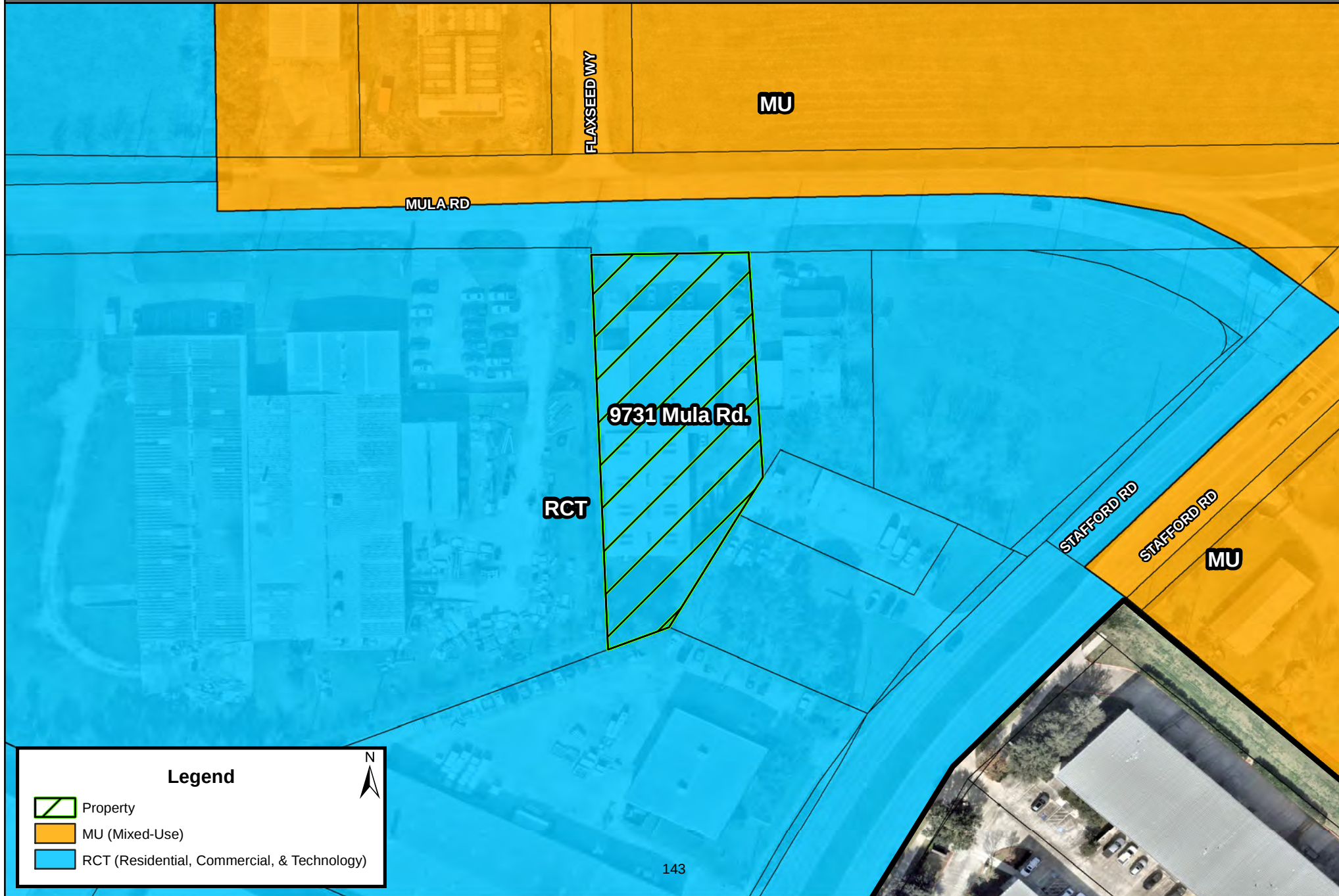


Property Location



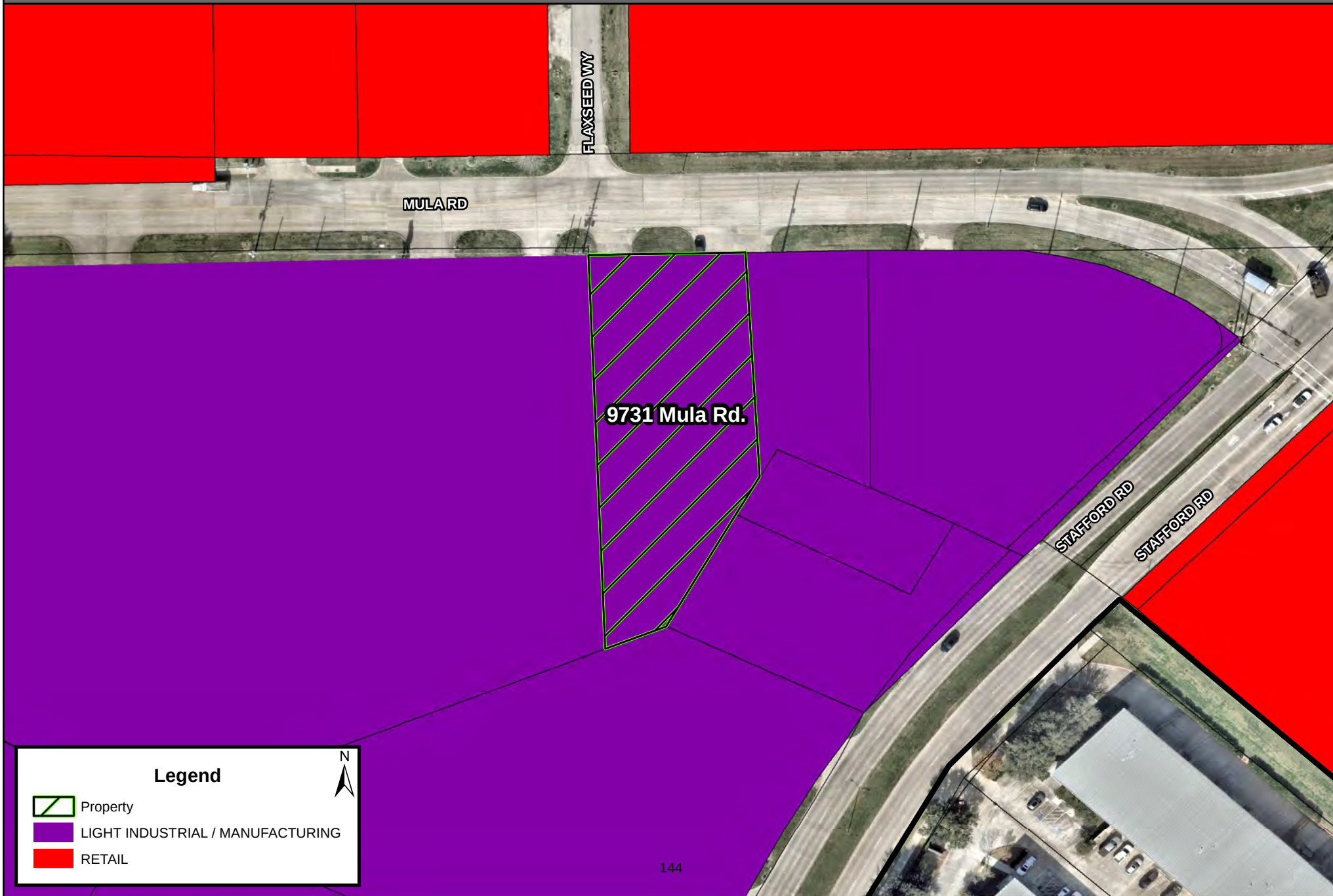


Zoning





Future Land Use





Notification Boundary





CITY OF STAFFORD

2610 SOUTH MAIN STREET • STAFFORD, TEXAS 77477
(281) 261-3900 • FAX: (281) 261-3994
WWW.STAFFORDTX.GOV

COUNCILMEMBERS
ALICE CHEN
VIRGINIA ROSAS
WILLIAM K BOSTIC JR.
WEN GUERRA
XAVIER HERRERA
TIM WOOD

KEN MATHEW
MAYOR

May 26, 2026

RE: Notice of Public hearing

Request: i.e. Application for a Specific Use Permit to allow new and used automobile sales at 9731 Mula Road, Stafford, Texas 77477.

LEGAL DESCRIPTION: 0.660 Acres of land, Lot 1 of the Shuman Subdivision, G.H. Ball Survey, Abstract 117 (0541 G H Ball, Lot 1 Shuman Subdivision (Pt in A-117).

Dear Property Owner:

The City of Stafford is considering a Specific Use Permit (SUP) application to allow new and used automobile sales at 9731 Mula Road, Stafford, Texas 77477.

The applicant, Colony Auto Group, has operated at the subject property since 2019. Prior to the establishment of Colony Auto Group, the property operated as Colony Limousine beginning in 2008. The site has therefore been utilized for transportation- and vehicle-related commercial operations for approximately sixteen years.

A public hearing before the Planning and Zoning Commission will be held on Tuesday, June 9, 2026, at 6:30 p.m. at City Hall, located at 2610 South Main Street, Stafford, Texas 77477. This hearing is open to the public and will provide an opportunity for interested parties to comment on the proposed rezoning.

The City Council will also hold a public hearing on Wednesday, June 17, 2026, at 6:30 p.m. at the same location. In addition to speaking at the public hearing, property owners are afforded certain rights under Section 211.006(d) of the Texas Local Government Code.

This notice is provided in accordance with state law to the owners of the subject property and to owners of real property located within 200 feet of the site, as reflected in the most recently approved municipal tax roll.

For additional information, please contact (281) 261-3920.

Sincerely,

Silvia Bolivar

Silvia Bolivar, PLA AICP
City Planner

CITY OF STAFFORD
DEVELOPMENT SERVICES
PROOF OF MAILING
EXHIBIT E

PLANNING AND ZONING MEETING
PROJECT #2026-713
MEETING DATE: June 9, 2026
MAILING: May 28, 2026



Figure 1: Proof of Mailing_9731 Mula Road

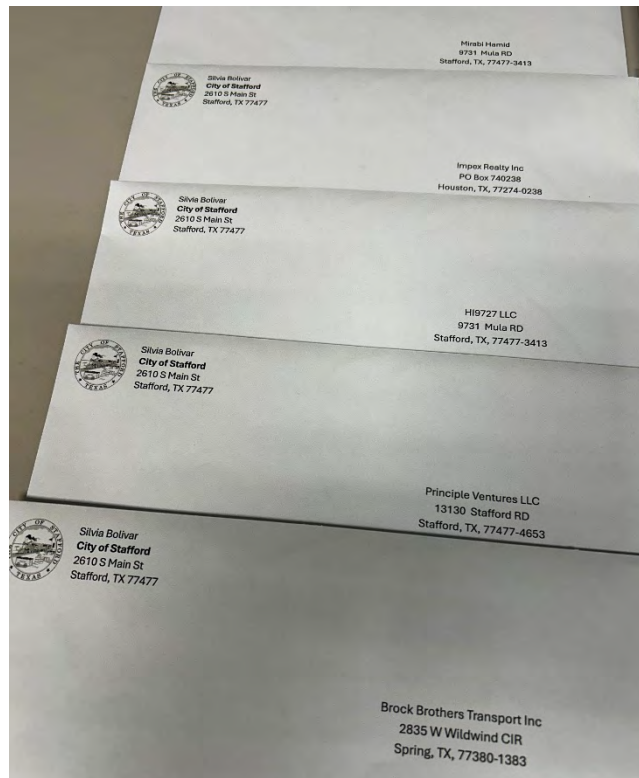


Figure 2: Proof of Mailing

CITY OF STAFFORD
DEVELOPMENT SERVICES
PROOF OF MAILING
EXHIBIT E

PLANNING AND ZONING MEETING
PROJECT #2026-713
MEETING DATE: June 9, 2026
MAILING: May 28, 2026



Figure 3: Proof of Mailing



Figure 4: Proof of Certified Mail



Figure 1: Subject site



Figure 2: Subject site





Figure 5: Site to the west.



Figure 6: Site to the east.



Figure 7: Site to the south.



Figure 8: Posted sign request along Mula Road.

SPECIFIC USE PERMIT APPLICATION

SPECIAL NOTICE

Submission of this application does not constitute the granting of approval. All appropriate requirements must be met prior to this project being presented for approval to the appropriate authority. The City of Stafford reserves the right to request additional information to ensure a complete review of this project.

Contact Information

Applicant Information (Property Owner/Developer):

Business Name: HMBR LLC/DBA Colony Auto Group

Name: Hamid mirabi

Address: 9731 Mula Rd
Stafford, TX 77477

(Please use an address that can accept overnight
packages)

Phone: 713-239-0308

Email: Sales@colonyautogroup.com

Agent Information:

Business Name: _____

Name: _____

Address: _____

(Please use an address that can accept overnight
packages)

Phone: _____

Email: _____

Please note: both applicant and agent will receive all official correspondence on this project.

Property Information

Address or location: 9731 Mula Rd. Stafford, TX 77477

Land Area (Ac. Or Sq. Ft.): 28662 Existing Zoning: RCT

Existing Use: Used Car Dealer Sales & Service

Proposed Use: Used Car Dealer Sales & Service

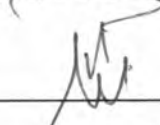
Pre-Development

Have you held a pre-development meeting with the city about this project?

Have you discussed this proposal with city staff? If yes, what issues were discussed?

ACKNOWLEDGMENTS

This application and any application supplement will not be considered complete without the notarized signature of **all property owners of record**, which shall serve as an acknowledgment of the submittal of this application for approval. The property owner's signature below shall also serve as authorization for the above applicant or agent to act on behalf of said property owner.



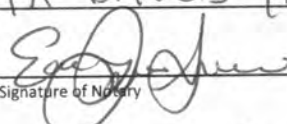
Property Owner Signature
Mailing Address: 9731 MVR Rd
Stafford, TX, 77477

Hamid Mirabi

Property Owner Name (Printed)
Phone: 713-239-0308
If more than one owner, please submit additional pages

STATE OF Texas, COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me this 12th day of May 2024
by Hamid Reza Mirabi who is personally known to me or who has produced
TX Drivers License #16722189 as identification.



Signature of Notary

Erica Jasmine Salazar

Type or Print Name of Notary

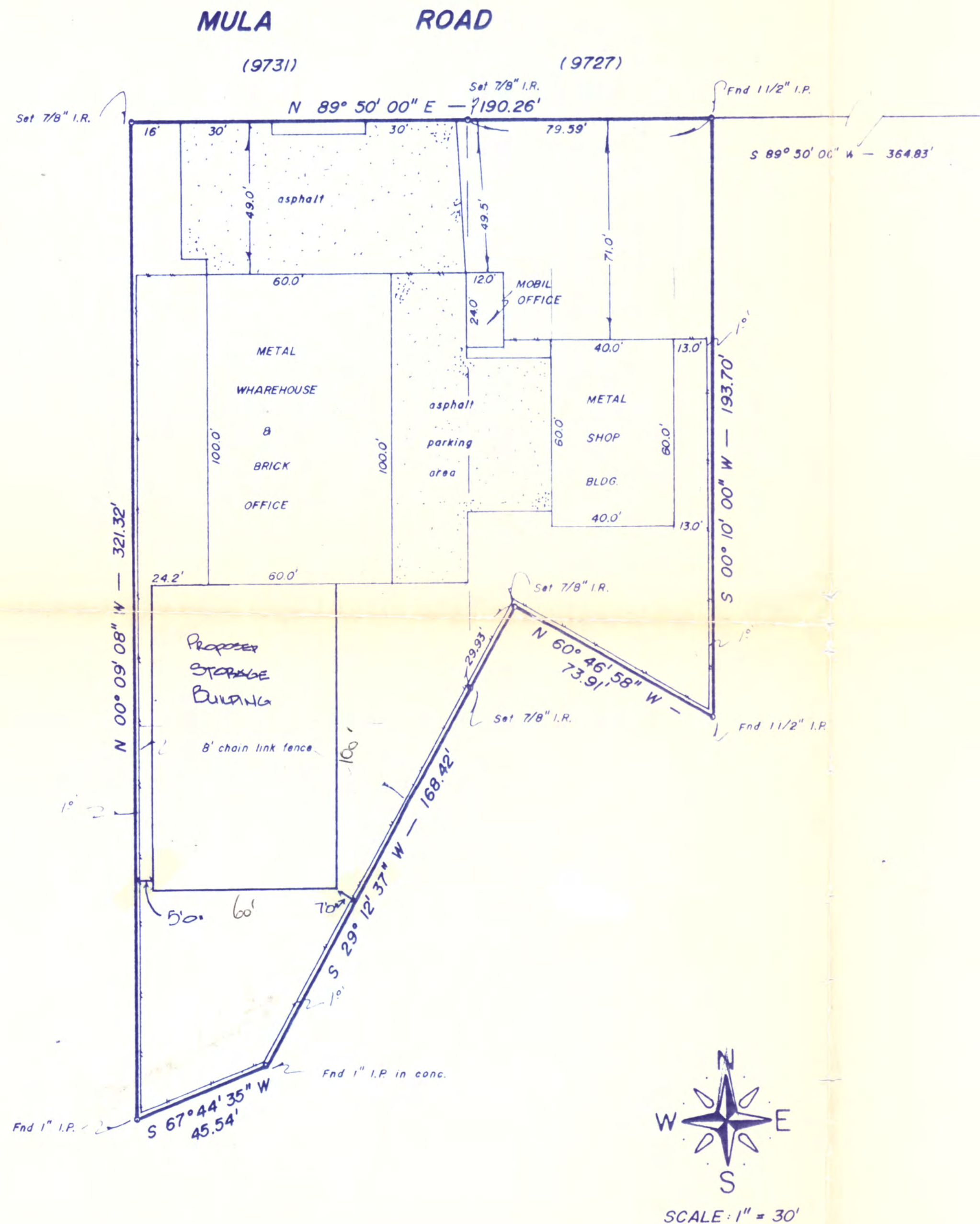
03/09/2027 #134244469 Commission Number (Seal)



(For office use only)

INTAKE REVIEWER - SIGNATURE

DATE



DESCRIPTION OF PROPERTY

A Tract of land containing 1.0025 acres of land more or less, being part of and out of the S. M. Williams Survey, A-541, and the B.B.B. & C. R.R. Company Survey, A-117, in Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a iron pipe for corner on the South line of Mula Road, said beginning corner being located South 89° 50' 00" West, a distance of 364.83 feet from the intersection of the Northwesterly line of Stafford Road, and the Southerly line of Mula Road;

THENCE South 00° 10' 00" West, a distance of 193.70 feet to a iron pipe for corner;

THENCE North 60° 46' 58" West, a distance of 73.91 feet to a Iron rod for corner;

THENCE South 29° 12' 37" West, a distance of 168.42 feet to a Iron pipe for corner;

THENCE South 67° 44' 35" West, a distance of 45.54 feet to a Iron pipe for corner;

THENCE North 00° 09' 08" West, a distance of 321.32 feet to a Iron rod for corner on the South line of Mula Road;

THENCE North 89° 50' 00" East, along the South line of Mula Road a distance of 190.26 feet to the PLACE OF BEGINNING.

CITY OF STAFFORD
APPROVED
SUBJECT TO FIELD INSPECTION
DATE 12-29-97
BY GB

I, Herbert L. Hicks, Jr., a Registered Public Surveyor in the State of Texas, do hereby certify that the above property has been surveyed on the ground under my supervision, is true and correct, and that there are no encroachments on this property unless otherwise noted or shown.

Herbert L. Hicks, Jr.
Herbert L. Hicks, Jr.
REGISTERED PUBLIC SURVEYOR
No. 2077



Herbert Lynn Hicks, Jr.
TEXAS REGISTERED PUBLIC SURVEYOR

P.O. BOX 963 WINNIE, TEXAS 77665

PHONE: (713) 296-9505

DESCRIPTION: A tract of land containing 1.0025 acres of land more or less, being part of and out of the S.M. Williams Survey, A-541, and the B.B.B. & C. R.R. Company Survey, A-117, in Fort Bend County, Texas.

DATE
June 23, 1983

PURCHASER **CHARLES J. SHUMAN,**
CHARLES E. SHUMAN et ux

OFF

ADDRESS

JOE

DRAWN BY

APPROVED

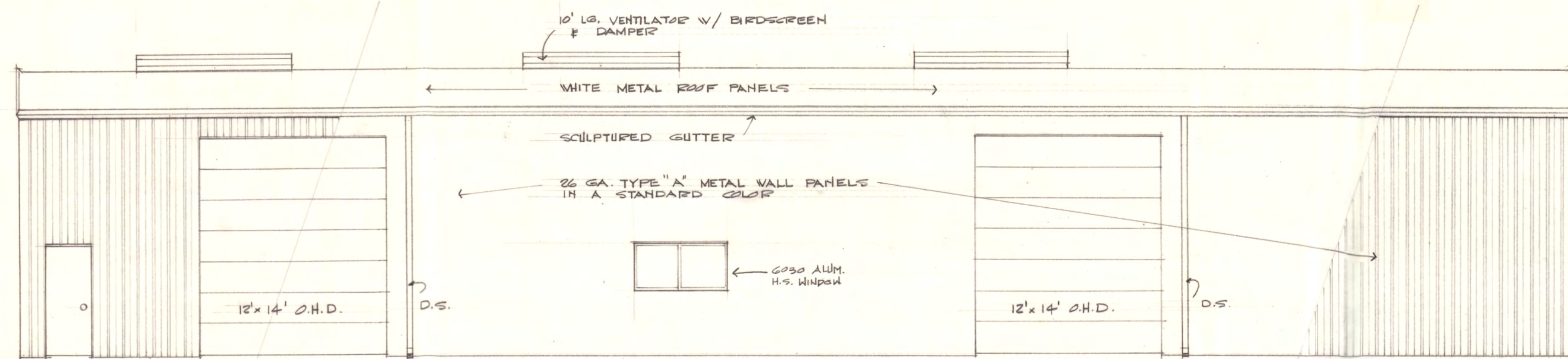


SCALE : $\frac{1}{4}" = 1'-0"$

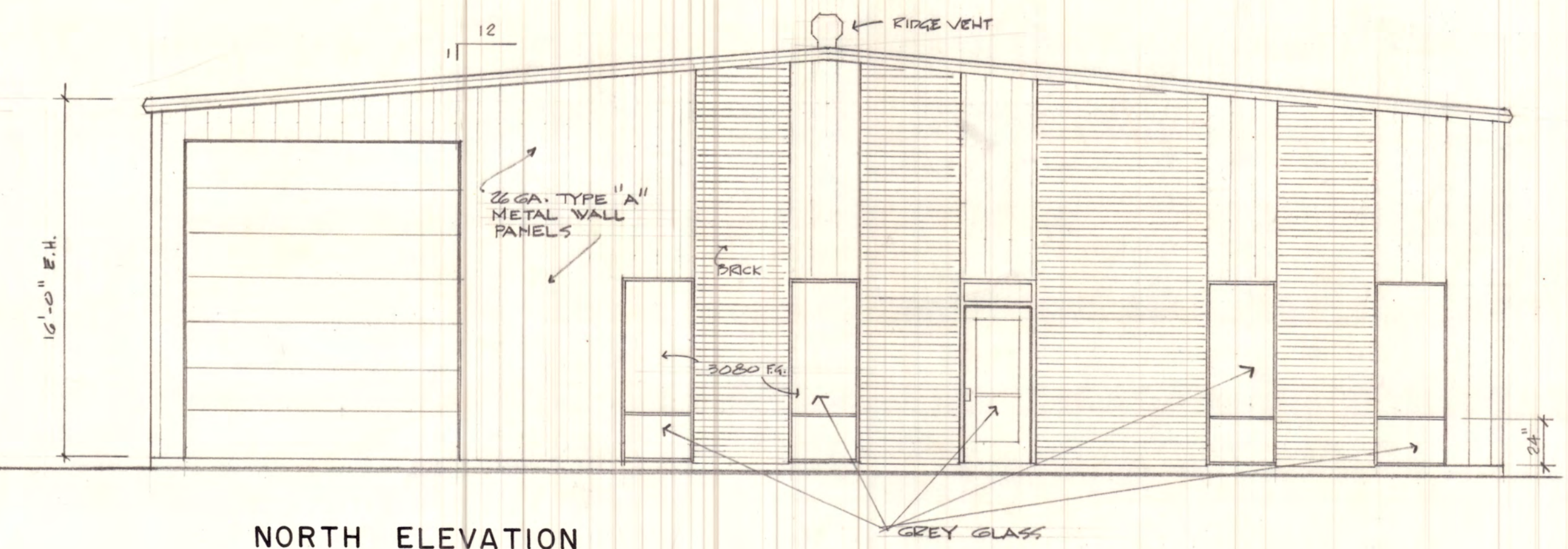
- 1) LOADING CONDITIONS
WIND LOAD = 25 LB.
LIVE LOAD ON ROOF = 20 LB.
- 2) BUILDING DESCRIPTION - "METALLIC" CLASSIC RIGID FRAME MODEL CL 2/60
60' SPAN
4-BAYS @ 25'
16' EAVE HEIGHT
2- BEARING END WALLS
REFER TO SECTIONS & ELEVATIONS FOR ROOF & WALL COVERING DESCRIPTION.



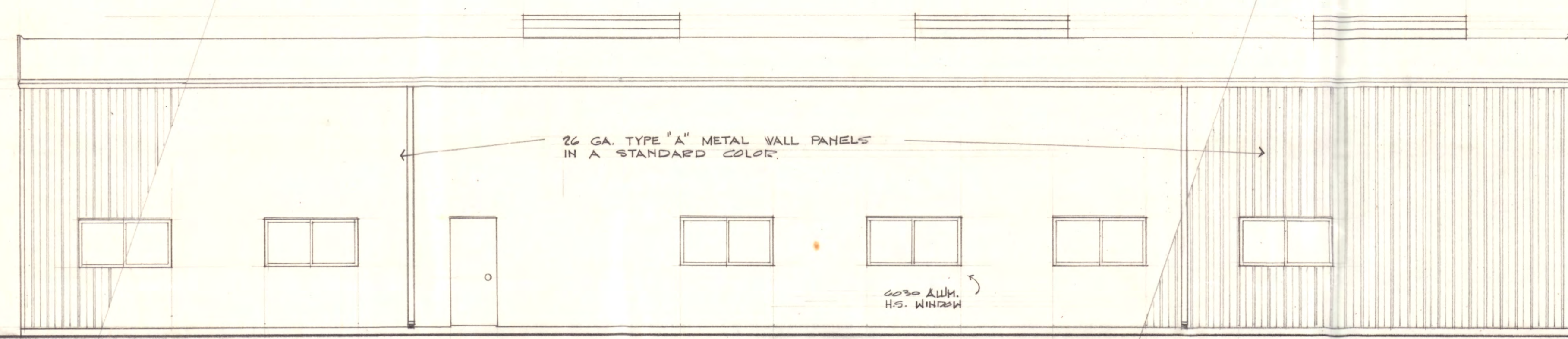
REVISIONS 2-16-75	CENTURY BUILDERS, INC. 1702 OJEMAN HOUSTON, TX. 77055 (713) 467-2500	JOB NUMBER : 584
JOB NAME WIRETEC CO.		SHEET A 2
DRWG. NAME FLOOR PLAN		
DATE ISSUED 12-12-77		



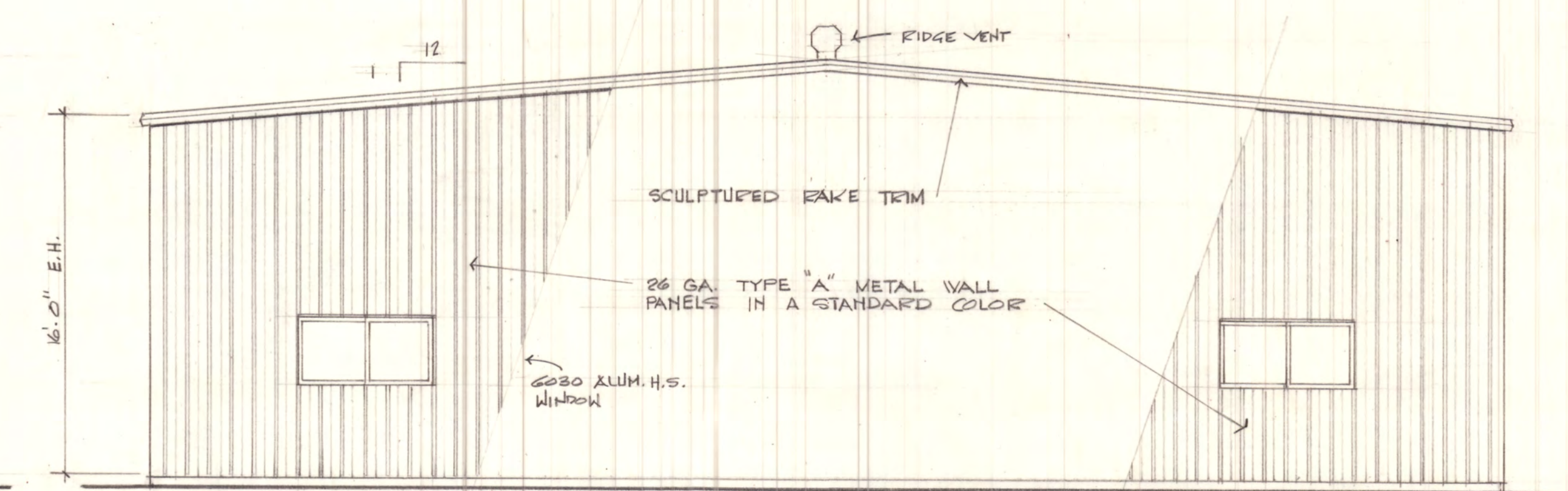
EAST ELEVATION SCALE: 3/16" = 1'-0"



NORTH ELEVATION



WEST ELEVATION



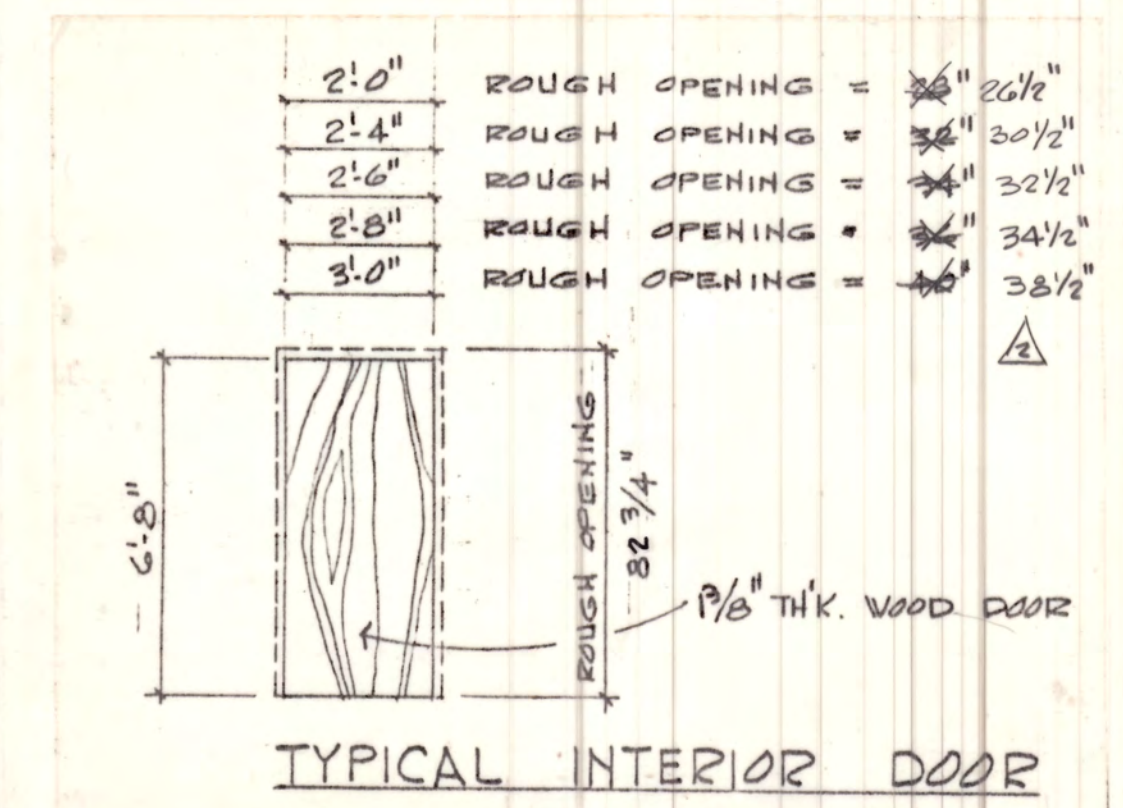
SOUTH ELEVATION

DOOR SCHEDULE

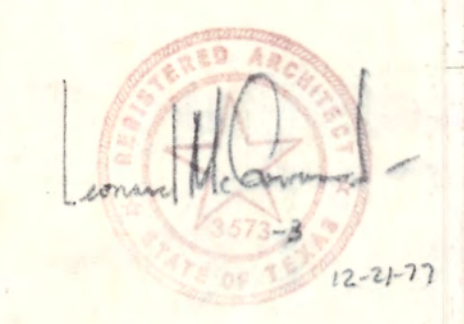
DOOR DATA					FRAME DATA		REMARKS
NO.	SIZE	MATERIAL	THK	HARDWARE TYPE	MATERIAL	THRESH'D	
1	3070	GLASS & ALUM.	1 3/4"	LOCKSET & CLOSER	1 3/4" x 4" ALUM.	ALUM.	GRAY GLASS
2	3068	WOOD, H.C.	1 3/8" H.C.	LATCHSET	WOOD	-	
3	3068						
4	2068						
5	2068			BUTCH LOCKS			
6	2068						
7							(NOT USED)
8	3068	WOOD, S.C.	1 3/8" S.C.	LOCKSET & CLOSER			GLASS INSERT, 12"x12"
9	3068	WOOD, H.C.	1 3/8" H.C.	LOCKSET			
10	3070	H.M.	1 3/4"	LOCKSET	STEEL	ALUM.	WEATHERSTRIPPED
11	3070	H.M.	1 3/4"	LOCKSET	STEEL	ALUM.	
12	12'x14'	STEEL	-	O.H. W/ CHAIN HOIST	STEEL	-	
13							
14							
15	3068	WOOD, H.C.	1 3/8" H.C.	LOCKSET	WOOD	-	GLASS INSERT, 12"x12"

ROOM FINISH SCHEDULE

ROOM NAME	FLOOR	BASE	WALLS	CEILING	CL. HGT.	REMARKS
RECEPTIONIST	V.A. TILE	4" RESIL	PREFIN'D. PANELING	2'x4" AC LAY-IN	7'-11"	
WAITING AREA						
OFFICE #1						
CLOSET						
OFFICE #2						
LOUNGE						
HALL						
OFFICE R.R.						
SHOP OFFICE						
SHOP R.R.						
SHOP AREA	CONCRETE	NONE	EXPOSED INSULATION	NOTE	-	3/8" PLYWD. @ PERIMETER OFF.



TYPICAL INTERIOR DOOR



REVISIONS
1-16-78
2-28-78

1702 OJEMAN HOUSTON, TX. 77055 (713) 467-2500

CENTURY BUILDERS, INC.

JOB NAME WIRETEC CO.

DRWG. NAME EXTERIOR ELEVATIONS & SCHEDULES

DATE ISSUED 12-12-77

JOB NUMBER: 584

SHEET: A3

Neighborhood Support Letter

Date: 05/28/2026

To Whom It May Concern,

I/We, the undersigned business(s) and neighbor(s) of the property/business located at:

9731 MULA RD, STAFFORD, TX, 77477, Known as Colony Auto Group.

hereby state that I/we are aware of the business operations at this location and fully support its continued operation.

I/We do not have any objections to the business operating at this address and confirm that it has not created any concerns or disturbances affecting the neighborhood or surrounding properties.

This letter is provided voluntarily in support of the business owner and their request for approval/authorization to operate at the above-mentioned location.

Neighbor Name: INDUSTRIAL VENTILATION SYSTEM

Address: 13130 STAFFORD RD, STAFFORD, TX 77477

Phone Number (Optional): 281-467-8218

Signature: [Handwritten Signature]

Date: 5/27/2026

Neighborhood Support Letter

Date: 05/28/2026

To Whom It May Concern,

I/We, the undersigned business(s) and neighbor(s) of the property/business located at:

9731 MULA RD, STAFFORD, TX, 77477, Known as Colony Auto Group.

hereby state that I/we are aware of the business operations at this location and fully support its continued operation.

I/We do not have any objections to the business operating at this address and confirm that it has not created any concerns or disturbances affecting the neighborhood or surrounding properties.

This letter is provided voluntarily in support of the business owner and their request for approval/authorization to operate at the above-mentioned location.

Neighbor Name: VAREC BIOGAS

Address: 9803 MULA RD, STAFFORD, TX 77477

Phone Number (Optional): 281-564-0300

Signature: Mindy Powers

Date: 5/28/26

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A SPECIFIC USE PERMIT (SUP) TO COLONY AUTO GROUP TO ALLOW FOR THE OPERATION OF A NEW AND USED AUTOMOBILE SALES BUSINESS LOCATED ON AN APPROXIMATELY 0.66 ACRE TRACT OF LAND LOCATED IN THE RESIDENTIAL, COMMERCIAL & TECHNOLOGY (RCT) ZONING DISTRICT, AND FURTHER IDENTIFIED AS 9731 MULA ROAD AKA LOT 1, SHUMAN SUBDIVISION, G.H. BALL SURVEY, ABSTRACT NO. 117; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, Hamid Mirabi is the Owner of a tract of land comprising 0.66 acres, more or less, further identified as 9731 Mula Road aka LOT 1, SHUMAN SUBDIVISION, G.H. BALL SURVEY, ABSTRACT NO. 117 (the "Property"), said Property being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, pursuant to Chapter 102, a new and used automobile sales business must be granted a Specific Use Permit for operation within the City of Stafford, Texas; and

WHEREAS, the City's Planning and Zoning Commission has discussed the application for the specific use permit and made a report which the City Council has considered in making its decision; and

WHEREAS, the City Council of the City has, in the time and manner and after the notice required by law and the City's Zoning Ordinance, conducted a public hearing on the request for the granting of the Specific Use Permit described above; and

WHEREAS, the City Council has given due regard to the nature and condition of adjacent land, uses and structure; and

WHEREAS, the City Council deems it appropriate to approve such request; now, therefore,

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated into this ordinance for all purposes.

Section 2. In determining whether this ordinance granting this specific use permit should be adopted, the City Council has considered uses of abutting property and other property in the vicinity, the compatibility of such proposed specific use with the abutting and area uses, giving due consideration to the preservation and character of the neighborhoods, accessibility for vehicular and pedestrian traffic, including the condition of streets, alleys and sidewalks, and other means of ingress and egress to public streets, and the adequacy of drainage and off-street parking.

Section 3. A Specific Use Permit for use of the Property for the purpose of operating a new and used automobile sales business as amended herein and subject to the terms and conditions set forth below, is hereby granted to the Owner.

Section 4. The Official Zoning District Map of the City shall be revised and amended to show the Specific Use authorized hereby for the Property as provided in Section 2 hereof, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the Specific Use authorized.

Section 5. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any other ordinance of the City, save and except the granting of the Specific Use Permit as herein provided.

Section 6. The Specific Use Permit granted hereby shall be null and void after the expiration of one (1) year from the date of adoption hereof unless the construction of the change in Specific Use herein authorized is commenced on the Property within said one (1) year period, or unless an extension of time is approved by City Council.

Section 7. The Specific Use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions, and conditions:

- A. Compliance with Application. The granting of the Specific Use Permit shall be, and is hereby, conditioned upon the Property being used as indicated in the application to the City of Stafford attached hereto as a part of Exhibit "A" and made a part hereof for all purposes.
- B. All vehicle display areas visible from the public right-of-way shall be screened in accordance with Section 102-15 of the City of Stafford Code of Ordinances, subject to review and approval by the City Planner and Building Official.
- C. The applicant shall obtain a Certificate of Occupancy (C.O.) for automobile sales use. Issuance of the Certificate of Occupancy/Change of Use shall require submission of plans and completion of a full plan review to ensure compliance with all applicable

City codes and regulations, including review and approval by the Planning and Zoning Department, Building Official, and Fire Marshal.

Section 8. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 9. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Stafford, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on this the _____ day of June, 2026.

Ken Mathew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, ADOPTING A PURCHASING POLICY FOR THE CITY OF STAFFORD AND REPEALING ALL RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH.

* * * * *

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

Section 1. That City of Stafford hereby adopts the City of Stafford's Purchasing Policy, in which a copy of said policy is attached hereto as Exhibit "A" and incorporated herein for all purposes. Further, all resolutions inconsistent or in conflict with Exhibit "A", will be considered repealed.

PASSED, APPROVED, and RESOLVED this 17th day of June, 2026.

Ken Mathew
Mayor

ATTEST:

Roxanne Benitez
City Secretary

EXHIBIT A

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) "Responsible bidder" shall refer to bidders/vendors/contractors that possess the ability to perform successfully under the terms and conditions of the proposed contract. This ability is determined by considering bidder/vendor/contractor integrity, public policy compliance, proper classification of employees, past performance record, and financial and technical resources when conducting a procurement transaction.
- z) "Separate Purchases" means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase. (See § 5.4)
- aa) "Services" shall refer to all service contracts except Professional Services as defined in § 3(s) above. (See § 7)
- bb) "Sequential Purchases" means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase. (See § 5.4)
- cc) "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)
- dd) "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
- ee) "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)
- ff) "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.

4.3 Signature Authority

- a) Contracts Valued at \$25,000 or Less. Assuming funds for such are available in the approved budget, Department Directors are authorized to sign contracts valued at \$25,000 or less.
- b) Contracts Valued at More Than \$25,000. Any contract valued at over \$25,000 shall be voted on by City Council and, once approved, signed by the Mayor or his/her designee.

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 responsible 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 responsible 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

15.1 General

The City recognizes that certain projects which are subsidized either wholly or in part by a Federal grant may require adherence to certain Federal procurement requirements. While many of those requirements are satisfied by compliance with the various sections of this policy, this section contains additional procedures which shall be followed when required by Federal grant. The use of grant funds shall also be governed by the City's Grants Management Policy.

Specifically, this section incorporates the requirements under 2 C.F.R. 200, Part D as written at the time this policy was enacted. Should the Federal requirements change, this section shall be updated to conform with the current Federal laws.

15.2 Pre-Procurement Consideration

Prior to drafting any potential pre-procurement documents, the Requesting Department shall:

- a) Ensure that no duplicative purchases are made
- b) When appropriate, consider options to either lease or purchase desired equipment. This analysis shall include whether or not surplus or excess Federal property is available
- c) Consider using Interlocal Agreements (ILA) and/or cooperative purchasing agreements in accordance with §13 and §14 of this policy. Requesting Departments shall work with the Grant Manager to ensure the procurement process complies with the Federal procurement standards under 2 C.F.R. 200, Subpart D.

15.3 Value Engineering Clauses

When practical, the Requesting Department is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. When appropriate, the Requesting Department shall analyze each contract item or task to ensure its essential function is provided at the overall lowest cost.

15.4 Records

The City shall maintain all records related to procurement of goods or services for three years from the date of submission of the final expenditure report or the retention time required by local and state law, the pass-through entity, or specific grant agreements, whichever is longer. These records shall include, at minimum, the following: (a) rationale for the procurement method, (b) contract type selection, (c) contractor selection or rejection and (d) the basis for the contract price.

15.5 Time-and-Materials Contracts

- a) Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- b) The City may enter into a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Furthermore, the City acknowledges that when entering into such a contract that the City must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

15.6 Settlement of Contractual & Administrative Issues

The City is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. Furthermore, in accordance with 2 C.F.R. 200.318(k), all violations of Federal, State or local laws shall be reported to the appropriate authority with proper jurisdiction.

15.7 Procurement Methods

The City certifies that §5 and §8 of this policy conforms with all requirements of 2 C.F.R. 200.320. The City shall review the requirements of 2 C.F.R. 200.320 on a regular basis and shall update this policy as necessary to comply with Federal law.

15.8 Contracting with Particular Businesses

- a) When possible, the Requesting Department should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- b) Such consideration means:
 - (i) These business types are included on solicitation lists;
 - (ii) These business types are solicited whenever they are deemed eligible as potential sources;

- (iii) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (iv) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (v) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring a contractor under a Federal award to apply this section to subcontracts.

15.9 Domestic Preference for Procurements

- a) To the greatest extent practicable and consistent with the law, the City shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included by the Requesting Department in all subawards, contracts, and purchase orders under Federal awards.
- b) For purposes of this section:
 - (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15.10 Procurement of Recovered Materials

- a) Requesting Departments shall ensure that contractors comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- b) Requesting Departments should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

15.11 Contract Cost & Price

- a) The City shall perform a cost or price analysis for every procurement transaction utilizing federal funds, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the Requesting Department should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the Requesting Department must make independent estimates before receiving bids or proposals.
- b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the City under subpart E cost principles for 2 C.F.R. 200.
- c) The City must not use the “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting when utilizing federal funds.

15.12 Bonding Requirements

All bids for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold shall include, at minimum, the following requirements:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

- b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

15.13 Contract Provisions

Contracts funded in whole or in part with federal funds must include all applicable provisions set forth in Appendix II to 2 C.F.R. Part 200. The Requesting Department is responsible for ensuring compliance with this requirement as follows:

- a) Interlocal Agreements and Purchasing Cooperatives:
When utilizing an Interlocal Agreement or purchasing cooperative, the Requesting Department shall review the agreement or originating contract to confirm inclusion of the applicable federal contract provisions. If such provisions are absent, the Requesting Department shall either negotiate an amendment to incorporate them or require the vendor/contractor to execute the City's Federal Contract Provisions Addendum (Exhibit F).
- b) Vendor/Contractor-Provided Contracts:
For contracts provided by the vendor/contractor, the Requesting Department shall require the inclusion of all applicable federal contract provisions within the contract terms or require the vendor/contractor to execute the City's Federal Contract Provisions Addendum (Exhibit F) in addition to the contract.
- c) City-Drafted Contracts:
For contracts prepared by the Requesting Department and/or legal counsel, the City's Federal Contract Provisions Addendum (Exhibit F) shall be incorporated in full.

15.14 Contractor Oversight

The Requesting Department receiving federal funding must maintain oversight of the contract to ensure that the contractor is performing in accordance with the contract terms, conditions, and specifications.

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:
 - 2) 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
 - 3) 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**
- F) Federal Contract Provisions Addendum**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AMENDING ARTICLE XIII “MOBILE FOOD VENDORS” OF CHAPTER 18 “BUSINESSES” OF THE CODE OF ORDINANCES TO COMPLY WITH NEW CHANGES IN STATE LAW WHICH PROHIBIT MUNICIPAL REGULATION OF MOBILE FOOD VENDORS AND INSTEAD PROVIDE FOR A STATE-WIDE PERMITTING PROCESS ADMINISTERED BY THE STATE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Stafford, Texas (the “City”) adopted a Mobile Food Vendor (MFV) Ordinance on or about July 8, 2018; and

WHEREAS, in order to comply with changes in State law, it is necessary to make amendments the City’s Code of Ordinances from time to time; and

WHEREAS, the 89th Texas Legislature signed House Bill (HB) 2844 into law on May 26, 2025 with new regulations taking effect on July 1, 2026 regarding the regulation of MFVs; and

WHEREAS, pursuant to HB 2844 the Texas Health & Safety Code Chapter 437B was amended to prohibit regulation of MFVs by cities and counties in Texas in favor of a state-wide permitting system promulgated by the Texas Department of Health & Human Services (DSHS); and

WHEREAS, Chapter 437B, Subchapter C expressly requires all MFVs to comply with all state and local laws including, “all fire codes, location restrictions, and zoning codes,” and

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

SECTION 1. Article VIII “Mobile Food Vendors” of Chapter 18 “Businesses” of the Code of Ordinances of the City of Stafford, Texas, is hereby amended to read as shown in the attached “Exhibit A” with deletions being ~~struck~~ and additions being shown in **bold and underlined**.

SECTION 2. This Ordinance shall become effective on July 1st 2026.

SECTION 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 4. a person who violates a provision of this ordinance or a requirements of a mobile food vendor permit is guilty of a separate offense for each day or part of day during which the violation is committed or continues. Upon conviction, each offense is punishable by a fine not to exceed \$2,000 per occurrence.

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

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2026.

Ken Matthew, Mayor

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT A

ARTICLE XIII. MOBILE FOOD VENDORS

Sec. 18-461. Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Applicant* shall mean a person, as defined herein, who has filed a written application for a mobile food vendor permit.~~

City shall mean the City of Stafford, Texas.

Department shall mean the permit department of the City of Stafford, Texas.

~~*Edible goods* shall include, but are not limited to:~~

~~(1) — Prepackaged food, including but not limited to, candy, beverages, chips and ice cream.~~

~~(2) — Prepared food which is prepared off location for sale in the mobile food unit.~~

~~(3) — On-site prepared food which is prepared in the mobile food unit.~~

~~*Mobile* shall mean the state of being active, but not necessarily continuous, movement~~

~~*Mobile food vendors* shall mean any business which sells edible goods from a non-stationary location within the city. The term shall include, but not be limited to:~~

~~(1) — *Mobile food trucks*: Self-contained motorized units selling items defined as edible goods.~~

~~(2) — *Concession trailers*: Vending units which are pulled by a motorized unit and has no power to move on its own. have the meaning assigned to it by Chapter 437 of the Texas Health and Safety Code.~~

~~*Mobile food vendor permit* or *permit* shall mean the city's written authorization to operate a mobile food truck, concession trailer, or other vending unit. The permit may impose terms and conditions, with written authorization being subject to the guidelines of the permit.~~

~~*Mobile food unit* or *MFU*, shall mean the mobile food truck, the concession trailer, or other motorized unit, including the equipment, supplies and apparatus, used on-site for the sale of edible goods.~~

~~*Operator* shall mean an individual who is designated by an applicant for a permit or a permit holder to supervise the operation of a mobile food unit.~~

~~*Permit holder* shall mean a person who has been issued a mobile food vendor permit.~~

~~*Person* shall mean an individual, firm, partnership, corporation, association, organization, or other legal entity.~~

~~*Servicing record* shall mean a record that is issued to a permit holder by a central preparation facility, other fixed food services establishment or servicing area that serves as the MFU's base of operation and that documents all of the MFU's visits to such central preparation facility, other fixed food services establishment or servicing area.~~

~~*Special event* shall mean an event or gathering of persons for a common purpose, typically held outdoors, including but not limited to parades, bike races, marathons, carnivals or other types of festivals or gathering of persons.~~

~~Stationary location shall mean the position of the mobile food unit when not in motion and addressing the public for the purpose of selling or offering food for sale.~~

~~Texas Food Establishment Rules shall mean those regulations adopted by the State of Texas as codified in Texas Administrative Code, Title 25, "Health Services," Chapter 228, "Texas Food Establishment Rules."~~
(Ord. No. 1118, § 2, 7-8-2018; Ord. No. 1281, § 1 (Exh. A), 6-26-2024)

Sec. 18-462. Permit required.

No person shall operate as a mobile food vendor in the City of Stafford without a current and valid mobile food vendor permit issued by ~~the city~~ **the State of Texas in accordance with Chapter 437B of the Texas Health & Safety Code**. Every permit must be displayed at all times in a conspicuous place on the mobile food vendor's truck or concession trailer so that it can be read by the general public.

(Ord. No. 1118, § 2, 7-8-2018)

Sec. 18-463. Application.

~~Mobile food vendor permits are issued by the permit department. An application for a mobile food vendor permit may be obtained from the permit department or online. An applicant for a permit must provide the following information:~~

- ~~(1) Name, address, telephone number and email address of applicant.~~
- ~~(2) Legal name of business or entity.~~
- ~~(3) Type of business organization or corporation.~~
- ~~(4) If applicable, copy of charter or articles of incorporation and current listing of partners, officers, shareholders or principles.~~
- ~~(5) Sales tax number, with a copy of the sales tax permit.~~
- ~~(6) Documentation that the entity is not delinquent in federal, state and local taxes.~~
- ~~(7) Signed permission form from all private property owners granting permission for placement of the mobile food unit.~~
- ~~(8) Site plan where the mobile food unit will be located on the property.~~
- ~~(9) Name, address, phone number, email address and photo copy of the driver's license of the applicant and all employees operating on the mobile food unit.~~
- ~~(10) Description or menu of the types of edible goods the applicant proposes to sell from the mobile food unit.~~
- ~~(11) Written standard operating procedures of how the applicant plans to operate the mobile food unit, that includes, but is not limited to, whether food will be pre-packaged, hours of operation, methods of serving food to customers, waste water disposal site and process, and other servicing operation details.~~
- ~~(12) Vehicle and/or unit make, model, vehicle number, and license plate number.~~
- ~~(13) A certificate of title showing the current true ownership of the mobile food unit, provided that if the applicant is not the owner, then a copy of a written and notarized statement from the owner authorizing the applicant to operate the mobile food unit.~~
- ~~(14) Proof of liability insurance, including motor vehicle insurance.~~

~~(15) Copies of any current and valid mobile food vendor permits, issued by any other local governmental entity, for the mobile food vending unit identified in the application.~~

~~(Ord. No. 1118, § 2, 7-8-2018; Ord. No. 1281, § 1 (Exh. A), 6-26-2024)~~

~~Sec. 18-464. Inspection fee.~~

- ~~(a) An applicant for a mobile food unit permit or renewal of a permit, as applicable, shall deliver or cause to be delivered the mobile food unit for which a permit is sought to a location designated by the department for an inspection and shall pay a non-refundable fee as listed in the city fee schedule as may be amended from time to time.~~
- ~~(b) Prior to the approval of an application for a permit or an application for renewal of a permit, the department will inspect the mobile food unit to determine compliance with the requirements of this chapter and applicable city ordinances.~~
- ~~(c) At the time of inspection, the mobile food unit shall be completely operable and in full working order.~~

~~(Ord. No. 1118, § 2, 7-8-2018; Ord. No. 1281, § 1 (Exh. A), 6-26-2024)~~

~~Sec. 18-465. Permit fee.~~

- ~~(a) The applicant must pay a non-refundable fee as listed in the city fee schedule as may be amended from time to time for each mobile food vendor permit. Each mobile food unit will be permitted separately.~~
- ~~(b) Mobile food vendor permits are valid for one year from the date of permit issuance.~~
- ~~(c) A permit holder shall notify the department in writing, during the term of the permit, of any change to the information submitted in the permit holder's application for a permit, including but not limited to, a change in the name, address or telephone number of the permit holder or operator and the vehicle's registrations within ten calendar days of such change.~~
- ~~(d) Upon renewal, the applicant shall pay a non-refundable renewal fee as listed in the city fee schedule as may be amended from time to time and update any changes in the permitting document. The applicant must submit the application for renewal and the renewal fee within 15 days before expiration of the permit or must reapply as a new applicant.~~
- ~~(e) Permits are non-transferrable. A change of ownership of a mobile food unit, including a change of the legal form of the entity, shall require submission of a new application for a mobile food unit permit and inspection of the mobile food unit. A mobile food unit permit shall become void upon the closing of the sale of the mobile food unit for which a permit was issued.~~

~~(Ord. No. 1118, § 2, 7-8-2018; Ord. No. 1281, § 1 (Exh. A), 6-26-2024)~~

~~Sec. 18-466. Permit denial, suspension or revocation.~~

- ~~(a) An application for a mobile food vendor permit may be denied for any of the following reasons:~~
 - ~~(1) Failure to provide all required information.~~
 - ~~(2) Providing false, misleading or inaccurate information.~~
 - ~~(3) The Applicant's record of any past violations of city ordinances, or violations of the health, safety or environmental laws of any other governmental entity.~~

-
- ~~(4) Failed vehicle inspection.~~
 - ~~(5) Operation of the mobile food unit constitutes a hazard to public health or public safety.~~
 - ~~(b) A permit may be immediately suspended or revoked for any of the following reasons:~~
 - ~~(1) Violation of any provision of this article, or any other laws or regulations of the city.~~
 - ~~(2) Failure to comply with the application location specifications or requirements.~~
 - ~~(3) The department determines that operations or management methods are no longer adequate for the safe and efficient provision of services.~~
 - ~~(4) Operation of the mobile food unit constitutes a hazard to public health or public safety.~~
 - ~~(5) Failure to comply with the applicable provisions of the Texas Food Establishment Rules.~~
 - ~~(c) Upon suspension or revocation of a mobile food unit permit, the department shall notify the permit holder or the operator, in writing, of the suspension or revocation and the reason(s) therefor. A permit holder whose permit is revoked or suspended shall immediately cease operating the mobile food unit for which a permit has been revoked or suspended.~~
- ~~{Ord. No. 1118, § 2, 7-8-2018}~~

~~Sec. 18-467. Appeal.~~

~~If the department denies the issuance of a permit, or suspends or revokes a permit, the department shall issue written notice of the denial, suspension or revocation and of the right to an appeal. The applicant or permittee may appeal the decision of the department to the mayor of the City of Stafford within five days after the date of the denial, suspension or revocation. The appeal shall be decided by the mayor within five days after the date of a timely filed appeal, and the decision of the mayor shall be final.~~

~~{Ord. No. 1118, § 2, 7-8-2018}~~

Sec. 18-468. Zoning and location restrictions.

- (a) No mobile food unit shall be located on any private property without written permission to do so, and must comply if asked to leave by the property owner or city official. A copy of the written permission to operate in a specific location, signed by the private property owner, shall be kept within the mobile food unit at all times.
- (b) A mobile food vendor shall not conduct sales on any public street or in congested areas where the operation impedes vehicular or pedestrian traffic.
- (c) A mobile food vendor shall conduct business only in zoning districts where the use of land as a restaurant, café or other similar commercial enterprise is a permitted use.
- (d) No mobile food vendor shall conduct business within any single-family residential district unless otherwise approved in writing by the city council.
- (e) A mobile food unit may not be located with 100 feet of the primary entrance of an open and operating fixed-location food service or eating establishment, except during city sponsored events.
- (f) A mobile food vendor may not conduct sales at a stationary location:

-
- (1) For a duration longer than four hours per day, per location, if the mobile food unit has no interior toilet or hand-washing facilities, and there is no access to an adjacent toilet or hand-washing facilities for use by mobile food unit employees.
 - (2) For a duration longer than eight hours per day, per location, if the mobile food unit has interior toilet and hand-washing facilities, or is located on private property and has received written permission from the property owner for use of adjacent toilet and hand-washing facilities for the mobile food unit employees.

(Ord. No. 1118, § 2, 7-8-2018)

~~Sec. 18-468.1 Special events.~~

~~(a) Registration and permit required.~~

- ~~(1) No person shall operate a mobile food unit or establishment in the city for a special event without first registering with the city and obtaining a permit as required by this article.~~
- ~~(2) The city may waive the inspection and/or permit fee if a mobile food vendor for a special event is operating as part of a city-sponsored or city-organized event and the mobile food vendor has a current and valid permit issued by the county health department or Fort Bend Health and Human Services.~~
- ~~(3) All mobile food units must be inspected by the city fire marshal prior to obtaining a special event permit.~~

~~(b) Mobile food vendors operating as part of a special event may operate in any zoning district subject to the following restrictions:~~

- ~~(1) No mobile food unit shall be located on any property without written permission to do so and must comply if asked to leave by the property owner or city official. A copy of the written permission, signed by the property owner, shall be kept within the mobile food unit at all times.~~
- ~~(2) A mobile food unit shall not be located within 100 feet of the primary entrance of an open and operating fixed-location restaurant or food service establishment, unless approved by city council, and written permission from the owner of the fixed-location restaurant or food service establishment is provided with the mobile food vendor permit application.~~
- ~~(3) A mobile food vendor shall not conduct sales where the operation impedes vehicular or pedestrian traffic or within the public right-of-way without an approved traffic plan from the city's police department and approval by city council.~~
- ~~(4) A mobile food unit must be located on an improved all-weather surface, which for the purposes of this division, means concrete, asphalt, or brick pavers, unless otherwise approved by city council.~~
- ~~(5) A mobile food vendor may locate in a parking lot, only if it does not subtract required parking from any other use at the same location.~~

~~(c) Mobile food units shall not arrive more than two hours prior to the special event and shall depart no more than two hours after the special event concludes. In no event shall a special event exceed four consecutive days.~~

(Ord. No. 1281, § 1 (Exh. A), 6-26-2024)

Sec. 18-469. Food safety requirements.

A person operating a mobile food unit within the city shall comply with the regulations applicable to mobile food units as codified in the Texas Administrative Code, Title 25, "Health Services," Chapter 228, Texas Food Establishment Rules.

(Ord. No. 1118, § 2, 7-8-2018)

Sec. 18-470. Mobile food unit requirements.

(a) The following regulations shall apply to mobile food units at any location:

- (1) Each mobile food unit shall be equipped with a portable trash receptacle, and shall be responsible for proper disposal of solid waste and waste water in the sanitation facility legally accessed by the food service establishment. All disturbed areas must be cleaned following each stop to a minimum of 20 feet of the sales location.
- (2) Waste generated from washing or maintenance of the mobile unit shall be done in a manner to prevent release on public or private property.
- (3) An approved portable type 2A-10BC fire extinguisher tagged by a licensed company shall be kept accessible as directed by the city fire marshal or designee. A portable type K fire extinguisher is also required in the kitchen area for cooking operations.
- (4) All cooking appliances shall be UL approved appliances.

(b) For a mobile food unit that utilizes liquefied petroleum (LP) gas, the following requirements shall apply:

- (1) The mobile food unit shall not be located or operated within 15 feet of another mobile food unit, a vehicle or a structure.
- (2) The mobile food unit shall be limited to a maximum of one individual LP-gas container with a maximum capacity of 100 pounds aggregate water capacity.
- (3) The mobile food unit's LP-gas supply system, including the LP-gas container, shall be installed either on the outside of the MFU or in a storage compartment inside the MFU, provided that such system shall be accessible from and vented to the outside, with the vents located near the top and bottom of the storage compartment and shall be located three (3) feet horizontally, when measured from any opening into the MFU below the vents.
- (4) The LP-gas container shall be mounted securely on the MFU or within a storage compartment, in an upright position, in a manner as not to fall over, and in a manner that reduces the exposure of the LP-gas container to vehicle impact.
- (5) The LP-gas containers shall not be located on the roof of the MFU, ahead of the front axle, beyond the rear bumper, below the lowest part of the mobile food unit frame, or inside truck bends or passenger compartments of the MFU.
- (6) A LP-gas container valves, appurtenances and connections shall be protected to prevent damage.

(c) A "No Smoking" sign shall be posted next to the order window or area or near any LP-gas container.

(d) A Type 1 hood and approved fire suppression system shall be installed on a mobile food unit that produces grease-laden particles within the mobile food unit.

(e) Except as provided herein, use of permanent extension cords is prohibited. Use of a permanent extension cord is allowed for a small and relocatable portable appliance such as a fan, power tool or similar appliance,

provided that such extension cord shall not be affixed to structures, extended through walls, ceilings or floors or under doors or floor coverings or in areas where such extension cord would be subject to environmental or physical impact that could create an electrical hazard. Appliances such as refrigerators are not considered to be small and relocatable appliances regardless of the size of the appliance.

- (f) — Any cooking appliance in the MFU shall be listed and labeled for its intended use and shall be used only in accordance with such intended use.

(Ord. No. 1118, § 2, 7-8-2018)

~~Sec. 18-471 Servicing records.~~

- (a) — The owner or operator of a central preparation facility, other fixed food establishment or servicing area from which a mobile food unit operates shall issue and maintain servicing records for each mobile food unit for which a permit is issued in a manner and form prescribed by the department for a period of one year from the date of servicing or until retrieved by the department, whichever comes first.
- (b) — A permit holder shall keep and maintain, in the MFU, servicing records for each MFU for which a permit is issued for a period of one year from the date of servicing.
- (c) — The department may promulgate rules and procedures regarding maintenance of servicing records by a central preparation facility, other fixed food establishment, servicing area, and permit holder.
- (d) — Servicing records maintained under subsections (a) and (b) of this section shall be made available to any peace officer or the police chief for inspection and copying during normal business hours of the central preparation facility, other fixed food establishment, servicing area or mobile food unit.

(Ord. No. 1118, § 2, 7-8-2018)

~~Sec. 18-472. Utility connections.~~

Utility connections, if any, shall be limited to quick-connect electrical and telephone services and shall be in full compliance with the Electrical Code of the City of Stafford, Texas, as adopted and amended from time to time. Except as otherwise provided in this article, utility connections for water, sewer, and gas are prohibited.

(Ord. No. 1118, § 2, 7-8-2018)

~~Sec. 18-473. Prohibited conduct.~~

The conduct listed below, by any person, directly or through an agent or employee of another regulated under this article, is prohibited:

- (1) — Selling edible goods within the corporate limits of the city unless its principal or employer has received a valid mobile food unit permit.
- (2) — Selling edible goods while displaying a valid permit issued by the city in the name of another person, individual, organization or entity.
- (3) — Selling edible goods within the corporate limits of the city after expiration of the permit issued by the city under this article.
- (4) — Failing to have a permit holder or operator present at the mobile food unit during all hours of the MFU's operation in the city.
- (5) — Misrepresenting on the permit application any acts that are regulated under this article.

-
- ~~(6) Representing that the issuance of a permit by the city constitutes the city's endorsement or approval of the product for sale.~~
 - ~~(7) Selling or offering for sale any edible goods not described in the mobile food unit permit.~~
 - ~~(8) Selling or offering for sale any non-food item from a mobile food unit.~~
 - ~~(9) Storing, preparing, displaying or serving any edible goods outside of the mobile food unit itself.~~
 - ~~(10) Operating a mobile food unit that is not readily moveable at all times.~~
 - ~~(11) Altering, removing, attaching, adding, or changing anything in, under, or upon the mobile food unit that would prevent or otherwise reduce ready mobility.~~
 - ~~(12) Operating a mobile food unit without a valid servicing record.~~
 - ~~(13) Issuing a servicing record for a mobile food unit without first verifying that such mobile food unit has complied with all servicing requirements.~~
 - ~~(14) Presenting a false, fraudulent, or untruthful servicing record for the purpose of demonstrating compliance with the provisions of this article.~~
 - ~~(15) Transferring, assigning or attempting to transfer or assign a permit.~~
 - ~~(16) Parking a mobile food unit on any highway, street, roadway, sidewalk or any area between a street and a sidewalk or any public right-of-way without the express written permission of the person that controls such highway, street, roadway, sidewalk or other public right-of-way.~~
 - ~~(17) Operating a mobile food unit that is not in compliance with the applicable provisions of the Texas Food Establishment Rules, as amended from time to time, or which does not meet the requirements of this article.~~

~~(Ord. No. 1118, § 2, 7-8-2018)~~

Sec. 18-474. Penalty.

A person who violates a provision of this article or a requirement of a mobile food vendor permit is guilty of a separate offense for each day or part of a day during which the violation is committed or continues. Upon conviction, each offense is punishable by a fine not to exceed \$2,000.00 per occurrence.

~~(Ord. No. 1118, § 2, 7-8-2018)~~

Budget Items	Amount of Budget	Vender Name	PO Number	Paid Depoist	Date Turned In to Finance	Final Payment	Date Turned In to Finance
Backstage / Digital Marketing	\$4,000.00	Backstage Event Marketing	PO 01-24032			\$1,250.00	Pd 3-30-26
Event Planner	\$4,500.00	OI Three Investment LLC	PO 01-24174			\$4,500.00	Pd 4-10-26
Transportation for Performers	\$500.00	Kaminari Taiko of Houston	PO 01-24131			\$500.00	Pd. 3/24/2026
Event Coorinator	\$2,500.00	Shern-Min Chow	PO 01-24074	\$1,750.00	mailed on 2-26-26	\$2,500.00	pd 4/24/2026
Banner&Printing Program Book	\$2,000.00	Are these 2 lines	PO 01-24258			\$1,588.00	4/29/2026
Small Flags	\$250.00	Amazon	PO- 01-24088	2 orders -		\$277.93	Pd 3-27-26
Trophy	\$1,700.00	Merryland Gift Company	Pull PO on 4-27-26			\$1,700.00	4/26/2026
Dry Ice for Performers	\$650.00	Auyra Systems USA LLC	PO- 01-24198			\$650.00	Pd 4/22/2026
Voice for Video	\$300.00	Lisa Foronda Harper	Waiting Nerw vender			\$300.00	5/8/2026
Fort Bend Independent New Ad	\$500.00		PO - 01-24308			\$500.00	5/21/2026
Stafford Centre Rental&Tickets	\$15,562.81	City of Stafford				\$15,562.81	5/15/2026
Food	\$144.84	Jersey Mike	Credit Card			\$144.84	
Photography	\$500.00		PO 01-24306			\$500.00	
Staffing City Security	\$1,488.04					\$1,488.04	
Sub Total	\$34,595.69				Sub Total	\$31,461.62	
BUDGET	\$40,000.00		UNDER	BUDGET		\$8,538.38	



CITY OF STAFFORD

2610 SOUTH MAIN STREET • STAFFORD, TEXAS 77477
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Memo

To: Mayor Mathew and Council Members

Cc: Greg Holsapple, Chair, Charter Review Commission

From: Roxanne Benitez, City Secretary

Date: June 5, 2026

Re: Charter Review Commission Proposed Amendments & Recommendations

The Charter Review Commission met several times over the period of seven (7) months. In that time, they meticulously went through each article of the Home Rule Charter and discussed the possible addition of new articles. The Commission also discussed recommendations that were not included in the Home Rule Charter but wanted to bring to the City Council's attention. The proposed amendments and recommendations are included with this memo. If you have any questions or need further information, please contact either Chair Holsapple or myself.

Sincerely,

A handwritten signature in blue ink that reads "Roxanne Benitez". The signature is written in a cursive style and is positioned above a horizontal line.

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

Recommended Amendments to Stafford City Charter **from Charter Commission to City Council**

After several meetings from January to June 2026, the Stafford Home Rule Charter Commission consisting of Chairman Greg Holsapple, Vice Chairman Clint Mendonca and Commissioners Matthew Vairamon, Joe Longoria, Robert Sorbet, Johnny Baiamonte and Arthur J. Honore reviewed the current Stafford City Charter. Having given careful consideration to the framework set forth for the City of Stafford as laid out therein, the Stafford Home Rule Charter Commission does hereby make the following recommended amendments to the Stafford City Council for inclusion on the ballot at the next available election.

- 1) Proposed Addition to Article 3, § 3.03(a)
 - a. Add § 3.03(a)(8)(v) which states, ***“Goals stated for the previous year which were not accomplished along with plans to achieve those goals in the upcoming year; and”***
- 2) Proposed Addition to Article 3, § 3.03(a)
 - a. Add § 3.03(a)(8)(vi) which states, ***“Long-term goals for the City five (5) and ten (10) years in the future”***
- 3) Proposed Addition to Article 3 § 3.03(b)
 - a. Amend § 3.03(b) to state, ***“The Mayor Pro Tem shall be a Councilmember and shall be elected by the City Council at the first regular meeting following the general municipal election each year or as soon thereafter as practicable. City Council shall select the Mayor Pro Tem on the basis of seniority on Council. Each year, the Council shall select the next most senior Council Member to serve as Mayor Pro Tem. Should Council desire to deviate from this selection method, such deviation shall only be done by a supermajority vote of Council.*** The Councilmember elected as the Mayor Pro Tem shall hold the title and serve in such capacity at the pleasure of the City Council. If the Mayor fails, or is unable, or refuses to act, the Mayor Pro Tem shall have power to perform the Mayor's duties. If the Mayor and the Mayor Pro Tem are absent from a meeting, the City Councilmember next in line of succession present shall preside over such meeting.”
- 4) Proposed City Administrator or, in the alternative, Addition to Article III, § 3.05
 - a. One of the proposals from the Charter Commission is that the City Council, pursuant to their authority under § 4.04(b§), ***create a position of City Administrator.*** The Charter Commission requested that if the City Council declined to create such a position that the following language be added to § 3.05, ***“In light of the considerable salary as an elected public servant, the position of Mayor shall be considered a full-time position and shall, at all times, remain the Mayor’s primary duty of loyalty.”***

- b. Add a new number (1) under § 3.03(a) which states, ***“Serve as the City’s top administrator which includes managing Department Directors and overseeing the administration of the City on a day-to-day basis. To aid the Mayor in these duties, the Mayor is hereby authorized to employ a Chief of Staff or other similar, full-time position which would report directly to the Mayor.”***
- 5) Proposed Addition to Article 3 § 3.06
 - a. Add the following sentence, ***“Furthermore, a Mayor or Councilmember shall not be employed by the City for at least one (1) year from the date they vacate their elected position.”***
- 6) Proposed Amendments to Article 5 § 5.03
 - a. Remove subsection 5.03(b) ~~“Elections prior to adoption of Charter. The terms of the Mayor and all Councilmembers elected to their positions prior to the effective date of this Charter shall expire at the conclusion of the term for which such person was elected prior to the effective date of this Charter.”~~
 - i. This section is no longer relevant as it applies to elections prior to the existence of the City Charter.
 - b. Remove everything after the first two (2) sentences that references the 2019 and 2020 elections.
 - i. Council members all have 3 year staggered term limits now so this is no longer needed.
 - c. Renumber subsections accordingly.
- 7) Proposed Removal of Article 5 § 5.05
 - a. Remove this section completely.
 - i. Now there are individual positions so the plurality issue no longer applies.
- 8) Proposed Addition to Article VI, § 6.05
 - a. Add the following sentence to the end of § 6.05 ***“The Finance Director shall conduct quarterly reconciliation of expenditures and revenues and make recommendations for budget adjustments at the midpoint of the Fiscal Year.”***
 - i. The City’s CFO advised pushing the date out farther as the City’s audited financial statements will not be available until late March as the City must also receive the audited financial statements from Stafford Municipal School District (SMSD).
- 9) Proposed Addition to Article VI, § 6.07
 - a. Add the following sentence to § 6.07, ***“The City shall seek proposals for a certified public accountant at least every (INSERT NUMBER OF YEARS) years.”*** The Commission left the decision on the number of years to Council.
 - i. The City’s CFO noted that the City currently seeks proposals for auditing firms every five (5) years and the final selection is made by the Finance Audit Committee.
- 10) Proposed Addition to Article VI, § 6.12
 - a. Add ***“§ 6.12 – Segregation and Transfers of Restricted Funds. “All restricted use funds including but not limited to Hotel Occupancy Tax (HOT) funds and***

Stafford Economic Development Corporation (SEDC) and Municipal Services Tax (MST) funds (should one exist) shall be segregated into separate funds and any transfers from these funds may only be authorized by ordinance.”

- i. The City’s CFO noted that this has not occurred during her tenure with the City but acknowledged that this may have been an issue prior to her arrival. She did not object to this proposal and added that she believes a repayment plan should also be included in such situation.

11) Proposed Addition to Article VII, § 7.01

- a. Add “***drainage system***” to the list of public infrastructure covered in § 7.01.

12) Proposed Addition to Article VII, § 7.06

- a. Add subsection J to § 7.06, “***To require every franchise holder to agree to repair any damage they cause to a citizen’s property.***”

13) Proposed Addition to Article VIII to create § 8.02

- a. Add § 8.02 which reads, “***Section 8.02. Ethics Program Required, Independent Ethics Board. (a) Ethics Policy Required. The City Council shall, by ordinance, adopt and maintain a comprehensive Code of Ethics applicable to all City elected officials, appointed officials, employees and member of City Board and Commissions. The Code of Ethics shall establish standards of conduct and provide for disclosures and recusals sufficient to protect the public trust and promote transparency in City government. (b) Independent Ethics Board Required. There is hereby established an Independent Ethics Board to administer and enforce the Code of Ethics and applicable ethics provisions of this Charter. The Board shall operate independently from the City Council and Mayor in the performance of its duties. City Council shall provide by ordinance for the Board’s appointment process, authority, procedures, and funding necessary to carry out enforcement and public accountability. (c) Implementing Ordinance. City Council shall adopt the ordinances necessary to implement this Section and to ensure that residents have a clear, accessible process to request ethics guidance and submit ethics complaints for independent review.***”

14) Proposed Amendment to Article X, § 10.15

- a. Amend § 10.15(a) to say “***March***” instead of July.

DIVIDER PAGE

PART I CHARTER¹

PREAMBLE

We the people of the City of Stafford, Texas, in order to establish a home rule municipal government which will preserve and protect the right of every citizen to equality under Law, regardless of race, culture, religion, gender or political affiliation, attract able and conscientious persons to public service, protect our natural resources to provide a sound quality of life, encourage outstanding educational opportunity, strive to promote economic prosperity, ensure the efficient expenditure of public funds, continue the pursuit of unique and innovative endeavors, and guard the traditions and enhance the prestige of this City and its citizens, do hereby exercise our right of self-government, affirm our belief in these principles, and adopt this Charter in accordance with the statutes and Constitution of the United States and of this State.

ARTICLE I. INCORPORATION, FORM OF GOVERNMENT AND BOUNDARIES

Section 1.01. Incorporation.

The inhabitants of the City of Stafford, Fort Bend and Harris Counties, Texas, residing within its corporate boundaries and limits as heretofore established, or as may be hereafter established, are hereby constituted and shall continue to be a municipal body politic and corporate in perpetuity under the name of the "City of Stafford, Texas," hereinafter referred to as the "City," with such powers, privileges, rights, duties and immunities as are herein provided.

Section 1.02. Form of government.

The municipal government provided by this Charter shall be, and shall be known as, a "Mayor-Council" form of government. Pursuant to the provisions of, and subject only to the limitations imposed by, the Constitution and laws of the State of Texas and by this Charter, all powers of the City shall be vested in and exercised by an elective City Council, hereinafter referred to as the "City Council," which shall enact and enforce ordinances, adopt budgets, determine policies, and execute such other powers and duties as may be prescribed by this Charter or Law.

State law reference(s)—Form of Government, V.T.C.A., Local Government Code § 26.001 et seq.

Section 1.03. Boundaries.

The boundaries and limits of the City are hereby established and described as those boundaries heretofore established in the original incorporation proceedings of the City, and those boundaries established and changed thereafter in all annexation ordinances and proceedings of the City.

¹Editor's note(s)—Printed herein is the Charter of the city adopted by Ordinance number 801 on May 26, 2004, after adoption by referendum held on May 15, 2004.

State law reference(s)—Home rule, V.T.C.A., Local Government Code § 9.001 et seq.

ARTICLE II. [POWERS AND ANNEXATION]

Section 2.01. General powers.

- a. The City shall have all powers possible for a home-rule city to have under the Texas Constitution, the laws of the State of Texas, and this Charter, as fully and completely as though they were specifically enumerated in this Charter, together with the implied powers necessary to carry into execution such granted powers.
- b. In addition to the powers enumerated herein and subject only to the limitations imposed by the Constitution and laws of the State of Texas and by this Charter, the City shall have, without the necessity of expressed enumeration in this Charter, each and every power which, by virtue of Article XI, Section V, of the Constitution of the State of Texas [Tex. Const. art. XI, § 5], the people of the City are empowered by election to grant or to confer upon the City by expressly and specifically granting and enumerating the same herein. All such powers, whether expressed or implied, shall be exercised and enforced in the manner prescribed in this Charter, or when not prescribed herein, in such manner as shall be provided by ordinance of the City Council.

(Ord. No. 1128, § 2(Amd. A), election of 11-6-2018)

Section 2.02. Change of boundaries and annexation of territory.

The City Council shall have the power by ordinance to establish the boundary limits of the City and to provide by ordinance for the annexation of additional territory lying adjacent to the City, with or without the consent of the owners or inhabitants of the territory to be annexed; and upon the final passage of any such ordinance, the corporate limits of the City shall thereafter include the territory so annexed; and the inhabitants thereof shall be entitled to all the rights and privileges of all citizens, and shall be bound by the acts and ordinances, resolutions, and regulations of the City. The City Council shall have the power to detach by ordinance any territory with or without the consent of the inhabitants or owners of such area to be detached. Such annexation or detachment of any such territory shall be in accordance with the provisions of State Law, as it now exists or may be hereafter amended.

State law reference(s)—Annexations, V.T.C.A., Local Government Code § 42.001 et seq.

ARTICLE III. THE CITY COUNCIL

Section 3.01. Number, selection, term and term limits.

- a. The governing body of the City shall be the City Council. The City Council shall be composed of a Mayor and six (6) Councilmembers.
- b. The Mayor and all Councilmembers shall be elected from the City at-large. The Mayor and all Councilmembers shall be elected from the City in the manner provided for in Article V of this Charter.
- c. The Mayor shall serve four-year terms. The Mayor shall not serve for more than four (4) consecutive terms or parts of terms.
- d. The Mayor shall hold office until a successor has been elected and qualified.
- e. There shall be six (6) Councilmember positions.
- f. Councilmembers shall hold office until their respective successors have been elected and qualified.

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- g. Councilmembers shall serve three-year terms. Councilmembers shall not serve for more than four (4) consecutive terms or parts of terms.

(Ord. No. 1128, § 2(Amd. I), election of 11-6-2018)

Section 3.02. Qualifications.

Upon commencement of the term to be filled at their respective elections, each Councilmember and the Mayor shall be at least twenty-one (21) years of age, be a resident qualified voter of the City, and shall have resided continuously in the City for at least twelve (12) months immediately preceding the filing deadline for an application for a place on the ballot.

Section 3.03. Mayor and Mayor Pro Tem.

- a. *Mayor.* The Mayor shall:

-  (1) Serve as the City's top administrator which includes managing Department Directors and overseeing the administration of the City on a day-to-day basis. To aid the Mayor in these duties, the Mayor is hereby authorized to employ a Chief of Staff or other similar, full-time position which would report directly to the Mayor.
- (2) Preside at all meetings of the City Council, be recognized as head of the City government for emergency purposes, for the purpose of receiving service of process, for military purposes, and for ceremonial purposes;
- (3) Be entitled to vote upon all matters before the City Council unless prohibited by Law, but shall have no power of veto;
- (4) See that ordinances, regulations, and resolutions of the City Council are faithfully obeyed and enforced;
- (5) When authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, agreements, contracts, and bonds;
- (6) Appoint special committees which the Mayor deems advisable or as instructed by the City Council;
- (7) Oversee the preparation of each annual fiscal year budget, file it with the City Secretary, and be responsible for its administration after adoption by City Council;
- (8) In January of each year, deliver a State of the City Message to the City Council and the members of the public, which shall include, but not be limited to:
 - (i) A report on the current status of the City;
 - (ii) Major developments and accomplishments during the past year;
 - (iii) Recommendations of such measures as the Mayor believes necessary and expedient to the good government of the City; and
 - (iv) Goals for the coming year; ~~and~~
 - (v) Goals stated for the previous year which were not accomplished along with plans to achieve those goals in the upcoming year; and**
 - (vi) Long-term goals for the City five (5) and ten (10) years in the future;**
- (8) Perform such other duties and possess and exercise such other authority as may be prescribed and conferred by City Council when not inconsistent with this Charter.

- b. *Mayor Pro Tem.* The Mayor Pro Tem shall be a Councilmember and shall be elected by the City Council at the first regular meeting following the general municipal election each year or as soon thereafter as practicable.

City Council shall select the Mayor Pro Tem on the basis of seniority on Council. Each year, the Council shall select the next most senior Council Member to serve as Mayor Pro Tem. Should Council desire to deviate from this selection method, such deviation shall only be done by a supermajority vote of Council.

The Councilmember elected as the Mayor Pro Tem shall hold the title and serve in such capacity at the pleasure of the City Council. If the Mayor fails, or is unable, or refuses to act, the Mayor Pro Tem shall have power to perform the Mayor's duties. If the Mayor and the Mayor Pro Tem are absent from a meeting, the City Councilmember next in line of succession present shall preside over such meeting.

- c. ***Succession.*** At the first regular meeting following the general municipal election each year or as soon thereafter as practicable, the City Council shall designate the order in which other Councilmembers shall have the power to perform the duties of the Mayor and the Mayor Pro Tem, in the event the Mayor and the Mayor Pro Tem fail, or are unable, or refuse to act.

Section 3.04. Powers of the City Council.

All powers and authority which are expressly or impliedly conferred on or possessed by the City shall be vested in and exercised by the City Council; provided that the City Council shall have no power to exercise those powers which are expressly conferred on other city officers by this Charter.

Section 3.05. Compensation.

The Mayor shall receive pay and compensation, along with the payment of necessary expenses incurred in performance of official duties, as set by the City Council by ordinance. The amount of such compensation shall not exceed the fair market value of a City's Chief Executive Officer of a comparable size of the City of Stafford. ***In light of the considerable salary as an elected public servant, the position of Mayor shall be considered a full-time position and shall, at all times, remain the Mayor's primary duty of loyalty.* (see note below)***

Councilmembers may receive such pay and compensation, along with necessary expenses incurred in the performance of their official duties, as may be prescribed and set by City Council. Councilmembers may receive such pay and compensation, along with necessary expenses incurred in the performance of their official duties, as may be prescribed and set by City Council.

(Ord. No. 1128, § 2(Amd. I), election of 11-6-2018)

[*The Charter Commission proposed adding this language should the City Counsel decline to create a position to serve as City Administrator (or the like) .]

Section 3.06. Holding other office.

Except where authorized by Law, a Mayor or Councilmember shall not hold any other City office or City employment during the term for which he or she was elected. ***Furthermore, a Mayor or Councilmember shall not be employed by the City for at least one (1) year from the date they vacate their elected position.***

Section 3.07. Vacancies; forfeiture of office; filling of vacancies.

- a. ***Vacancies.*** The office of Mayor or Councilmember shall become vacant upon death, resignation, removal, or forfeiture of office.
- b. ***Forfeiture of office.*** The Mayor or a Councilmember shall forfeit his or her office if he or she:
- (1) Lacks at any time during the term of office for which elected any qualification for the office prescribed by this Charter or by Law;
 - (2) Violates any express prohibition of this Charter; or
 - (3) Is convicted of a crime involving moral turpitude.

-
- c. *[Declaration of vacancies.]* Any member of the City Council remaining absent for three (3) consecutive regular meetings of the City Council, without having first obtained a leave of absence, may have his or her office declared vacated by a majority vote of all the remaining members of the City Council. Any member of the City Council remaining absent for six (6) consecutive regular meetings of the City Council shall be deemed to have vacated his or her office.
- d. *Filling vacancies.*
- (1) If for any reason a single vacancy exists on the City Council, the vacancy shall be filled by a majority vote of the remaining members or by special election as follows:
 - i. If, on the date the vacancy occurs, there is sufficient time to order a special election to be held on the next authorized uniform election date prescribed by the Election Code, a special election shall be ordered to fill the vacancy for the remainder of the unexpired term.
 - ii. If, on the date the vacancy occurs, there is insufficient time to order a special election to be held on the next uniform election date prescribed by the Election Code, City Council shall appoint a person to fill the vacancy until the next regular municipal election, at which time, if there is an unexpired term remaining, a special election shall be ordered to elect a person to fill the vacancy for the remainder of the unexpired term. The person appointed to fill such vacancy shall possess all qualifications required for the office as set for the in Section 3.02 of this Charter.
 - iii. If City Council fails to appoint a person to fill a vacancy on City Council as provided in d.(1)ii above, a special election shall be ordered to elect a person to fill the vacancy for the remainder of the unexpired term. The special election shall be held on the first authorized uniform election date prescribed by the Election Code that occurs before the general election and that allows enough time to hold the election in the manner required by Law.
 - (2) If two or more vacancies on the City Council exist at the same time, a special election shall be ordered to fill the vacancies.

Section 3.08. Council to be judge of qualifications of its members.

The City Council shall be the sole judge of all elections and of qualifications of its members and for such purposes shall have the power to subpoena witnesses and require the production of records.

Section 3.09. Investigations by City Council.

The City Council shall have the power to inquire into the official conduct of any department, agency, office, officer or employee of the City and to investigate municipal affairs, and for that purpose shall have the power to administer oaths, subpoena witnesses, compel the production of books, papers and other evidence material to the inquiry. The City Council may provide by ordinance penalties for contempt in failing or refusing to obey any such subpoena or to produce any such books, papers, or other evidence, and shall have the power to punish such contempt in the manner provided by such ordinance.

Section 3.10. Meetings of City Council.

- a. The City Council shall hold at least one (1) or more regular meetings each month and as many additional special meetings as it deems necessary to transact the business of the City. Special meetings may be held on the call of the Mayor or four (4) or more Councilmembers. The City Council shall fix, by ordinance, the days and times of the regular meeting or meetings. All meetings of the City Council shall be held at the City Hall or at such other public place as may be approved by City Council, provided such meetings are held at locations accessible to the general public. All meetings shall be open to the public except as authorized by State Law. Each member of City Council, if present, shall vote upon all matters before the City Council except when the

matter involves the consideration of that member's own official conduct or where that member's participation in the vote is prohibited by State Law.

- b. Four (4) members of City Council shall constitute a quorum for the purpose of transaction of business at any regular or special called meeting. No action of the City Council shall be valid or binding unless approved by the affirmative vote of a majority of the members of City Council present.
- c. If at any meeting neither the Mayor nor Mayor Pro Tem is present, the Councilmember next in line of succession that is present shall conduct the meeting as provided herein.
- d. The City Council shall provide for minutes being taken and recorded of all its public meetings, as required by Law, except for closed sessions, as provided by Law, and such minutes shall be a public record.
- e. The City Council shall provide that the citizens of the City shall have a reasonable opportunity to be heard at any meeting in regard to any matter under consideration.
- f. The agenda for the meetings of City Council shall be prepared by the Mayor and posted in the manner required by State Law. A Councilmember may request that an item to be placed on the City Council meeting agenda and the item shall be on the next regular City Council meeting agenda unless a different date was specified in the request.

(Ord. No. 1128, § 2(Amd. I), election of 11-6-2018)

State law reference(s)—Meetings, V.T.C.A., Government Code § 551.001 et seq.

Section 3.11. Rules of procedure.

The City Council shall by ordinance determine its own rules and order of business. The City Council may adopt such rules and prescribe such penalties as it may deem proper to enforce the attendance of its members at all regular and special meetings of the City Council or its committees.

Section 3.12. Procedure to enact legislation.

The City Council shall legislate by ordinance. The enacting clause of every ordinance shall be, "Be it Ordained by the City Council of the City of Stafford, Texas." Every ordinance enacted by the City Council shall be signed by the Mayor and attested by the City Secretary within ten (10) days of its final passage and shall be filed with and recorded by the City Secretary for authentication; however, all ordinances, unless otherwise provided by Law, by the terms of such ordinance, or by this Charter, shall take effect immediately upon final passage. In the event the Mayor fails or refuses to sign an ordinance within the time required, such ordinance shall be signed by the Mayor Pro Tem or by two (2) Councilmembers.

Section 3.13. Publication of ordinances.

Except as otherwise provided by Law or this Charter, the City Secretary shall give notice of the enactment of every ordinance imposing any penalty, fine, or forfeiture for any violation of any of its provisions, and of every other ordinance required by Law or this Charter to be published, by causing said ordinance, or its caption and penalty, to be published at least one time within ten (10) days after final passage thereof in the official newspaper of the City. The affidavit of publication by the publisher of such newspaper taken before any officer authorized to administer oaths and filed with the City Secretary shall be conclusive proof of the legal publication and promulgation of such ordinance in all Courts.

(Supp. No. 22)

Section 3.14. Code of Ordinances.

The City Council shall have the power to cause all general ordinances of the City to be compiled and printed in code form. Every general ordinance enacted subsequent to such codification may be enacted as an amendment to the Code. The City Council shall cause all general ordinances to be codified, recodified and reprinted whenever in its discretion such is deemed desirable, or when such codification or recodification is required by Law. When adopted by the City Council, the printed codes of general ordinances contemplated by this Section shall be in full force and effect without the necessity of such Code or any part thereof being published in any newspaper. The caption, descriptive clause, and other formal parts of the ordinances of the City may be omitted without affecting the validity of such ordinances when they are published as a code.

ARTICLE IV. ADMINISTRATIVE SERVICES

Section 4.01. Attorney for the City.

The City Council shall appoint as the attorney for the City (referred to as City Attorney) a competent and duly qualified attorney who is licensed to practice Law in the State of Texas. The City Attorney shall hold the office at the will and pleasure of the City Council. The City Attorney shall be the legal advisor of, and the attorney for, all of the offices and departments of the City, and shall represent the City in litigation and legal proceedings; provided, that the City Council may retain special legal counsel for any purpose and at any time it shall deem same appropriate and necessary. The city attorney shall perform other duties prescribed by this Charter, ordinance, or as directed by City Council

Section 4.02. Municipal court.

- a. There shall be established and maintained a court, designated as a "municipal court" for the trial of misdemeanor offenses, with all such jurisdiction, powers, and duties as are now, or may hereafter be prescribed by the laws of the State relative to municipal courts.
- b. The municipal court shall be presided over by a magistrate who shall be known as the "judge of the municipal court." The City Council may, by ordinance, divide the municipal court into two (2) or more panels or divisions, one of which shall be presided over by the presiding judge. Each additional panel or division shall be presided over by an associate judge, who is a magistrate with the same powers as the presiding judge. Each judge shall be a competent, duly qualified attorney; licensed and practicing for at least two (2) years in the State of Texas. The judge or judges for said court shall be appointed by the Mayor with confirmation by City Council for a term of two (2) years, but any judge may be removed for cause by majority vote of the entire City Council. Each judge shall receive such salary as may be fixed by the City Council.
- c. There shall be a clerk of said court and such deputy clerks as may be authorized by the City Council and appointed by the City Council.
- d. The clerk and deputy clerks of said court shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court thereto, and generally do and perform any and all acts usual and necessary to be performed by clerks of court in issuing process of said court and conducting the business thereof.
- e. In case of the disability or absence of the judge of the municipal court, the City Council shall appoint a person having the qualifications prescribed by this section to act as judge of the municipal court.

(Ord. No. 1128, § 2(Amd. J), election of 11-6-2018)

State law reference(s)—Municipal Court, V.T.C.A., Government Code § 29.001 et seq.

Section 4.03. City Secretary.

- a. There shall be a City Secretary, who shall be appointed by the Mayor with confirmation by the City Council. City Council shall appoint an assistant City Secretary who shall act in the absence of the City Secretary. The City Secretary and assistant City Secretary shall hold office at the will and pleasure of the City Council.
- b. The City Secretary shall:
 - (1) Attend all meetings of the City Council and keep accurate records of all actions taken by the Council;
 - (2) Maintain the official records and files of the City;
 - (3) Administer oaths;
 - (4) Attest contracts, certificates, and other legal instruments when executed by the authorized officers of the City;
 - (5) Serve as the election official for all City elections; and
 - (6) Perform such other duties as may be required of the city secretary by this Charter, the City Council or State Law.

Section 4.04. Administrative departments.

- a. There shall be such administrative departments as are established by this Charter and as may be established by ordinance. Except as otherwise provided in this Charter or as may be established by ordinance, these administrative departments shall be under the direction of the Mayor.
- b. The City Council shall have power by ordinance to establish administrative departments or offices not herein provided. The City Council may discontinue, redesignate, or combine any of the departments and/or administrative offices.
- c. The head of each department shall be a director, who shall have supervision and control over his or her department. Two (2) or more departments may be headed by the same individual. Directors shall be appointed by the Mayor with confirmation by the City Council. All directors shall hold the office at the will and pleasure of City Council.

ARTICLE V. ELECTIONS²

Section 5.01. Municipal elections.

All City elections shall be held in accordance with State Law regulating the holding of municipal elections and in accordance with the ordinances adopted by the City Council for the conduct of elections. Voting precincts shall be established by the City Council by ordinance and may be altered from time to time in like manner and in accordance with the State Law applicable to elections in municipalities.

²State law reference(s)—Elections, V.T.C.A., Election Code § 1.001 et seq.

Section 5.02. Qualifications of voters.

All residents of the City who shall have qualified to vote in accordance with the provisions of the Texas Election Code shall have the right to vote in all City elections.

Section 5.03. Election of Mayor and Councilmembers.

- a. *Date of General Election.* The general election for the Mayor and Councilmembers shall be held on the spring uniform election date set forth in the Texas Election Code, or as otherwise prescribed by State Law.
- b. ~~*Elections prior to adoption of Charter.* The terms of the Mayor and all Councilmembers elected to their positions prior to the effective date of this Charter shall expire at the conclusion of the term for which such person was elected prior to the effective date of this Charter.~~
- c. *Election of Mayor.* The Mayor shall be elected to serve a term of four (4) years. The Mayor shall not serve for more than four (4) consecutive terms or parts of terms.
- d. *Election of Councilmembers.* Councilmembers shall be elected by at-large positions No. 1, 2,3,4, 5 and 6. Councilmembers shall be elected to a term of three years. ~~The initial terms for Councilmembers Positions 1, 2 and 4 shall be as follows:~~

~~Position 1 — A two year term with an election for that position in 2019;~~

~~Position 2 — A two year term with an election for that position in 2019;~~

~~Position 4 — A two year term with an election for that position in 2020, respectively and thereafter for three year terms of office.~~

The terms for Positions 3, 5 and 6 shall be as follows:

Position 3 — A three year term with an election for that position in 2019;

Position 5 — A three year term with an election for that position in 2020;

Position 6 — A three year term with an election for that position in 2020, respectively.

(Ord. No. 1128, § 2(Amd. K), election of 11-6-2018)

Section 5.04. Special elections.

The City Council may call such special elections as are authorized by State Law and this Charter, fix the time and places for holding such elections, and shall provide all means for holding same.

Section 5.05. Election by majority.

~~The qualified person receiving a majority of the votes cast for any office of the city subject to election shall thereupon be declared by said City Council elected.~~

(Ord. No. 1128, § 2(Amd. K), election of 11-6-2018)

Section 5.06. Filing by candidates.

Any qualified person who desires to become a candidate for election to the City Council shall file an application with the city secretary within the time prescribed by law. Such application shall clearly designate the office to which the candidate seeks election and shall contain a sworn statement by the candidate that he or she is

fully qualified under the Constitution and laws of the State of Texas and the provisions of this Charter to hold the office he or she seeks.

Section 5.07. Canvassing election and declaring results.

The City Council shall canvass the returns and declare the official results of each municipal election in accordance with applicable provisions of law. The returns of every municipal election shall be recorded in the minutes of the City Council.

Section 5.08. Notification and qualifications of City officers.

The City Secretary shall notify all persons elected or appointed to office of their election or appointment. Any officer elected or appointed must qualify by taking and subscribing to the oath of office within thirty (30) days after such election or appointment. An officer elected or appointed shall, after taking the oath of office as prescribed by this section, take office and enter upon his or her duties. If a person elected or appointed to an office of the City fails to take and subscribe to the oath within thirty (30) days following such election or appointment, such office may be deemed vacant by City Council.

(Ord. No. 982, § 5, election of 5-12-2012)

ARTICLE VI. FINANCIAL ADMINISTRATION

Section 6.01. Fiscal year.

The fiscal year of the city shall begin on the first (1st) day of each October and end on the last day of September of the following year; provided, however, City Council may, by ordinance, establish a different fiscal year of the city after holding a public hearing on the proposed change.

Section 6.02. Annual budget.

- a. *Itemized budget; contents.* The budget shall be itemized to allow as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes made for the preceding year. The budget shall show as definitely as possible each of the projects for which expenditures are set up in the budget and the estimated amount of money carried in the budget for each project. The budget shall contain a complete financial statement of the city that shows:
 - (1) The outstanding obligations of the city;
 - (2) The cash on hand to the credit of each fund;
 - (3) The funds received from all sources during the preceding year;
 - (4) The funds available from all sources during the ensuing year;
 - (5) The estimated revenue available to cover the proposed budget;
 - (6) The estimated tax rate required to cover the proposed budget; and
 - (7) Such other information as may be required by the City Council or by Law.
- b. *Authority to require information.* In overseeing the preparation of the budget, the Mayor may require any municipal officer or board to furnish information necessary to properly prepare the budget.

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- c. *Submission.* No later than the forty-fifth (45th) day before September 30 the Mayor shall file with the City Secretary a proposed budget. The proposed budget shall be available for inspection by any person.
 - d. *Budget message.* A budget message shall be submitted by the Mayor to the City Secretary on or before the seventh (7th) day after the date the proposed budget is submitted. It shall outline proposed financial matters of the city for the ensuing year, describe important features of the budget and contrast major changes in financial matters, expenditures and revenues for the current year with those of the ensuing year. It shall also contain such other material as the Mayor deems desirable or City Council requires and shall be available for inspection by any person.
 - e. *Public notice and hearing.* The City Council shall hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing. City Council shall set the hearing for a date occurring after the fifteenth (15th) day after the date the proposed budget is filed with the City Secretary but before the date the City Council makes its tax levy or as required by Law.

The City Council shall cause to be posted in the City Hall and published in the official newspaper a notice stating:

- (1) The date, time and location where copies of the message and budget are available for inspection by the public; and
- (2) The date, time and location of the public hearing on the budget.

Such notice shall be published not earlier than the thirtieth (30th) or later than the tenth (10th) day before the date of the hearing or as required by Law.

- f. *Amendment before adoption.* After the public hearing, the City Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service.
- g. *Adoption.* The City Council shall adopt the budget by ordinance on or before the start of the fiscal year to which it applies. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.
- h. *Failure to adopt.* If the City Council fails to adopt the budget by the first (1st) day of the fiscal year, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis with all items in it prorated accordingly until such time as the City Council adopts a budget for the ensuing fiscal year.

(Ord. No. 1128, § 2(Amd. L), election of 11-6-2018)

Section 6.03. Amendments after adoption.

- a. *Supplemental appropriations.* If during the fiscal year the Finance Director certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Council by ordinance may make supplemental appropriations for the year up to the amount of such excess.
- b. *Emergency appropriations.* To meet an extreme emergency condition which may arise affecting life, health, property, or the public peace, and which could not reasonably have been foreseen in the normal process of planning the budget, the City Council may amend or change the budget to provide for an emergency appropriation. These amendments shall be by ordinance, and shall become an attachment to the original budget.
- c. *Insufficient appropriations.* If at any time during the fiscal year it appears probable to the Finance Director that the revenues available will be insufficient to meet the amount appropriated, the Finance Director shall report to the City Council without delay, indicating the estimated amount of the deficit, any remedial action

taken and recommendations as to any other step to be taken. The City Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

- d. *Transfer of appropriations.* At any time during the fiscal year, the City Council may by ordinance transfer part or all of any unencumbered appropriations balance among programs within a department, division, office, or agency or transfer part or all of any unencumbered appropriation balance from one department, division, office, or agency to another.

Section 6.04. Lapse of appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned.

Section 6.05. Administration of budget.

No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the Finance Director or their [his or her] designee first certified that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payments so made illegal. However, this prohibition shall not be construed to prevent the making or authorizing the making of any contract or lease providing for payments beyond the end of the fiscal year, provided that such action is authorized by Law and approved by City Council. The Finance Director shall submit a monthly report to the City Council covering the revenues and expenditures of the City in such form as requested by the City Council. **The Finance Director shall conduct quarterly reconciliation of expenditures and revenues and make recommendations for budget adjustments at the midpoint of the Fiscal Year.**

Section 6.06. Power to borrow money.

The City shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by the Constitution and laws of the State of Texas, and shall have the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants, certificates of obligation and other evidence of indebtedness as now authorized or as may hereafter be authorized to be issued by any City under and in accordance with the restrictions, conditions, and laws of the State of Texas. Such power shall include the authority to issue bonds, warrants, certificates of obligation and other evidence of indebtedness payable from revenues other than taxation for any purpose permitted by the laws of the State of Texas.

Section 6.07. Independent audit.

At the close of each fiscal year, the City Council shall cause an independent audit to be made of all accounts of the City by a certified public accountant. The City Council may, at such other times as it may be deemed necessary, cause an independent audit to be made of any or all accounts of the City by a certified public accountant. The certified public accountant so selected shall have no personal interest, directly or indirectly in the financial affairs of the City or any of its officers. **The City shall seek proposals for a certified public accountant at least every (INSERT NUMBER OF YEARS) years.** Upon completion of the audit, the results thereof shall be presented to City Council for acceptance, in a meeting open to the public, and thereafter shall be placed on file in the City Secretary's office as a public record.

Section 6.08. Depository.

All moneys received by any person, department, or agency of the City, for or in connection with affairs of the City shall be deposited promptly in the City depository or depositories, which shall be designated by the City Council in accordance with such regulations and subject to such requirements as to security for deposits and interest thereon as may be established by ordinance or by the laws of the State of Texas. All checks, vouchers, or warrants for the withdrawal of money from the City depositories shall be signed or otherwise authorized by the Mayor and/or such other person or persons as the City Council shall designate by ordinance or resolution. The City Council, under such regulations and limitations as it may prescribe, may by ordinance authorize the use of machine imprinted facsimile signatures on such checks, vouchers or warrants.

Section 6.09. Power to tax.

The City Council, for any municipal purpose, shall have the power to levy, assess, and collect taxes of every type and character, at such rates and in such amounts, not prohibited by the Constitution or laws of the State of Texas.

Section 6.10. Arrears of taxes offset to debt against City.

The City shall be entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to any person, firm, or corporation who is in arrears to the City for taxes, in the amount of taxes in arrears, and no assignment or transfer of such debt, claim, demand, or account after the said taxes are due shall affect the right of the City to so offset the said taxes against the same.

Section 6.11. Tax assessor-collector.

The City Council, by ordinance, may establish an office of taxation to collect taxes, the head of which shall be the city tax assessor-collector, who shall be appointed by the Mayor with confirmation by the City Council, or the City Council may contract for such services.

Section 6.12 Segregation and transfers of restricted funds.

All restricted use funds including but not limited to Hotel Occupancy Tax (HOT) funds, Stafford Economic Development Corporation (SEDC) funds and Municipal Services Tax (MST) funds (should one exist) shall be segregated into separate funds and any transfers from these funds may only be authorized by ordinance.

ARTICLE VII. FRANCHISES AND PUBLIC UTILITIES

Section 7.01. Inalienability of control of public property.

The right of control and use of the public streets, highways, sidewalks, alleys, parks, public squares, ~~and~~ public places **and drainage system** of the City is hereby declared to be inalienable by the City, except by ordinance not in conflict with the provisions of this Charter. No act or omission by the City Council or of an officer or agent of the City shall be construed to grant, renew, extend, or amend, expressly or by estoppel or implication, any right, franchise, or easement affecting such public streets, highways, sidewalks, alleys, parks, public squares, public places, **drainage system**, and other real property, except as provided in this Charter.

Section 7.02. Power to grant franchise.

The City Council shall have the power by ordinance to grant, renew, and extend all franchises of all public utilities of every character operating within the City and, with the consent of the franchise holder, to amend the same. Provided, however, that no franchise shall be granted for an indefinite term or for a term of more than twenty (20) years. No exclusive franchise shall ever be granted.

Section 7.03. Ordinance granting franchise.

Every ordinance granting, renewing, extending, or amending a public utility franchise shall be presented at two (2) regular meetings of the City Council and shall not be finally acted upon until thirty (30) days after the first (1st) presentation thereof. Within ten (10) days following each of the two (2) presentations of the ordinance, a descriptive caption of the ordinance stating in summary the purpose of the ordinance shall be published one time in the official newspaper of the City, and the expense of such publication shall be borne by the prospective franchise holder.

Section 7.04. Transfer of franchise.

No public utility franchise shall be transferred by the holder thereof except with the approval of the City Council expressed by ordinance.

Section 7.05. Franchise value not allowed.

In fixing reasonable rates and charges for public utility service within the City and in determining the just compensation to be paid by the City for public utility property which the City may acquire by condemnation or otherwise, nothing shall be included as the value of any franchise by the City under this Charter.

Section 7.06. Regulation of franchise.

Every grant, renewal, extension, or amendment of a public utility franchise, whether so provided in the ordinance or not, shall be subject to the right of the City Council:

- a. To forfeit any such franchise by ordinance at any time for failure of the holder thereof to comply with the terms of the franchise. Such power shall be exercised only after written notice to the franchise holder stating wherein the franchise holder has failed to comply with the terms of the franchise and setting a reasonable time for the correction of such failure, and shall be exercised only after hearing and after such reasonable time has expired.
- b. To impose reasonable regulations to ensure safe, efficient, and continuous service to the public.
- c. To require such expansion, extension, enlargement, and improvement of plants and facilities as are necessary to provide adequate service to the public.
- d. To require every franchise holder to furnish to the City, without cost to the City, full information regarding the location, character, size, length, and terminals of all facilities of such franchise holder in, over, and under the streets, alleys, and other public properties of the City, and to regulate and control the location, relocation, and removal of such facilities.
- e. To collect from every public utility operating in the City such proportion of the expense of excavating, grading, paving, repaving, constructing, reconstructing, draining, repairing, maintaining, lighting, sweeping, and sprinkling the streets, alleys, bridges, culverts, viaducts, and other public places of the City as represents the increased cost of such operation resulting from the occupancy of such public

places by such public utility, and such proportion of the cost of such operations as results from the damage to or the disturbance of such public places caused by such public utility; or to compel such public utility to perform at its own expense, such operations as above listed that are made necessary by the occupancy of such public places by such utility or by damage to or disturbance of such public places caused by such public utility.

- f. To require every franchise holder to allow other public utilities to use its poles and other facilities, including bridges and viaducts, whenever in the judgment of the City Council such use shall be in the public interest, provided that in such an event a reasonable rental shall be paid such owner of the facilities for such use. Provided further that inability of such public utilities to agree upon rental facilities shall not be a excuse for failure to comply with such requirement by the City Council.
- g. (1) To require the keeping of accounts in such form as will accurately reflect the value of the property of each franchise holder which is used and useful in rendering its service to the public and the expenses, receipts, and profits of all kinds of such franchise holder.
 - (2) To examine and audit at any time during business hours the accounts and other records of any franchise holder.
 - (3) To require reports on the operation of the utility, which shall be in such form and contain such information as the City Council shall prescribe.
- h. To require that the public utility give notice to any subscriber to its service prior to the permanent or temporary discontinuance or disruption of such service by the public utility, except in cases of emergency, and to require that no officer, agent, servant, or employee of the public utility nor any vehicles or equipment under their control shall make use of, go upon or across any private property in the City without first obtaining the permission of the owner or occupant of such property, except in cases of emergency, and to provide a penalty for the violation of such requirements.
- i. To impose such other reasonable regulations, restrictions, requirements, and conditions as may be deemed necessary or desirable to promote the health, safety, welfare, or accommodations of the public.
- j. **To require every franchise holder to agree to repair any damage they cause to a citizen's property.**

Section 7.07. Franchise records.

Within six (6) months after the effective date of this Charter, every public utility operating in the City and every owner of a public utility franchise within the City shall file with the City Secretary certified copies of all franchises owned or claimed or under which such utility is operating in the City. The City shall compile and maintain a public record of public utility franchises.

Section 7.08. Regulation of rates.

The City Council shall have full power, after notice and hearing to regulate by ordinance the rates, charges, and fares of every public utility franchise holder operating in the City, to the extent permitted by Law. Every franchise holder who shall request an increase in rates, charges, or fares shall have, at the hearing of the City Council called to consider such request, the burden of establishing by clear, competent, and convincing evidence the value of its investments properly allocable to service in the City, and the amount and character of its expenses and revenues connected with the rendering of such service. If, upon such hearing, the City Council is not satisfied with the sufficiency of the evidence so furnished, it shall be entitled to call upon such public utility for the furnishing of additional evidence at a subsequent date to which said hearing may be adjourned. No public utility franchise holder shall institute any legal action to contest any rate, charge, or fare fixed by the City Council until such franchise holder has filed a motion for rehearing with the City Council for a specific date setting out each

ground of its complaint against the rate, charge, or fare fixed by the City Council, and until the City Council shall have acted upon such motion. Such motion shall be deemed overruled unless acted upon by the City Council within a reasonable time, not to exceed ninety (90) days from the filing of such motion for rehearing; provided, however, the City Council may by resolution extend such time limit for acting on said motion for rehearing from ninety (90) days to one hundred eighty (180) days.

ARTICLE VIII. BOARDS AND COMMISSIONS

Section 8.01. Authority, composition and procedures.

- a. The City Council shall have the authority to establish such boards, commissions, and committees as it may deem necessary or desirable for the conduct of the City's business and the management of its affairs. The authority, duties, functions, and responsibilities of such boards, commissions, and committees shall be such as are specified by ordinance or resolution. The authority, duties, functions, and responsibilities thus granted to and conferred on such boards, commissions, and committees shall not be incompatible with the provisions of this Charter and shall in no manner conflict with, usurp or transfer any privilege, authority, duty, function, or responsibility specifically granted herein or by the laws of the State of Texas to another officer, board, agency, or commission of the City.
- b. The City Council shall give preference to qualified voters of the City when appointing individuals to serve on such boards, commissions, or committees where such qualification is not otherwise prescribed by Law or this Charter.
- c. All boards, commissions, or committees of the City shall keep and maintain minutes of any proceedings to be placed on file with the City Secretary.
- d. Members of the City Council may be appointed to any board, commission, or committee created or established by the City Council, provided that such appointment is not incompatible with the office of Councilmember or prohibited by this Charter, the laws of the State of Texas, or common law conflicts of interest.

Section 8.02. Ethics Program Required, Independent Ethics Board.

- a. ***Ethics Policy Required.*** The City Council shall, by ordinance, adopt and maintain a comprehensive Code of Ethics applicable to all City elected officials, appointed officials, employees and member of City Board and Commissions. The Code of Ethics shall establish standards of conduct and provide for disclosures and recusals sufficient to protect the public trust and promote transparency in City government.
- b. ***Independent Ethics Board Required.*** There is hereby established an Independent Ethics Board to administer and enforce the Code of Ethics and applicable ethics provisions of this Charter. The Board shall operate independently from the City Council and Mayor in the performance of its duties. City Council shall provide by ordinance for the Board's appointment process, authority, procedures, and funding necessary to carry out enforcement and public accountability.
- c. ***Implementing Ordinance.*** City Council shall adopt the ordinances necessary to implement this Section and to ensure that residents have a clear, accessible process to request ethics guidance and submit ethics complaints for independent review.

ARTICLE IX. INITIATIVE, REFERENDUM, AND RECALL

Section 9.01. Power of initiative.

The qualified voters of the City reserve the power of direct legislation by initiative, and in the exercise of such power may propose any ordinance which is not in conflict with this Charter, the State Constitution, or the laws of this State; provided, however, such power shall not extend to the budget or capital programs, ordinances relating to the appropriation of money, the levy of taxes, the salaries of city officials or employees, zoning ordinances or ordinances repealing zoning ordinances, or ordinances annexing or disannexing territory. Any initiated ordinance may be submitted to the City Council by a petition signed by qualified voters of the City equal in number to at least ten percent (10%) of the qualified voters of the City at the time of such submission. All the signatures on such a petition must have been collected within the ninety (90) day period immediately preceding the date of submission.

Section 9.02. Power of referendum.

The qualified voters of the City reserve the power to approve or reject any ordinance enacted by the City Council which is subject to the initiative process under this Charter and under the Laws of this State, except that ordinances authorizing the issuance of either tax or revenue bonds, whether original or refunding bonds, shall not be subject to such referendum. Ordinances submitted to the City Council by initiative petition and passed by the City Council without change shall be subject to the referendum in the same manner as other ordinances. Within sixty (60) days after the enactment by City Council of any ordinance which is subject to a referendum, a petition signed by qualified voters of the City equal in number to at least ten percent (10%) of the qualified voters of the City at the time of filing the petition may be filed with the City Secretary requesting that any such ordinance be either repealed by the City Council or submitted to a vote of the people.

Section 9.03. Form of petition; committee of petitioners.

- a. All petitions circulating for purposes of an initiative or referendum shall be uniform in size and style.
- b. Each copy of an initiative or referendum petition shall contain:
 - (1) The full text of the proposed ordinance, or the ordinance petitioned for referendum, including a descriptive caption;
 - (2) The names and addresses of the five (5) qualified voters who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition; and
 - (3) The following statement in bold print: "PURSUANT TO THE CITY'S HOME-RULE CHARTER, THE COMMITTEE OF PETITIONERS HAS THE AUTHORITY TO NEGOTIATE WITH CITY COUNCIL, ACCEPT AN ALTERNATIVE TO THIS PETITION, AND WITHDRAW THIS PETITION PRIOR TO THE CITY COUNCIL CALLING AN ELECTION."
- c. The signatures to an initiative or referendum petition need not be appended to a single copy of the petition.
- d. Each signer of any copy of such petition shall sign only his or her name in ink or indelible pencil, together with the signer's printed name, date of birth, the signer's voter registration number, the signer's residence address, and the date of signing.
- e. Attached to each copy of such petition, there shall be an affidavit of the circulator thereof:
 - (1) That he or she, and he or she only, personally circulated the foregoing copy of such petition;
 - (2) That it bears a stated number of signatures;
 - (3) That all signatures appended thereto were made in his or her presence;

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- (4) That he or she believes them to be the genuine signatures of the persons whose names they purport to be; and
 - (5) That all signatures appended thereto were collected within the ninety (90) day period immediately preceding the date of filing the petition.

Section 9.04. Filing, examination and certification of petitions.

All copies of a petition comprising an initiative or referendum petition shall be assembled and filed with the City Secretary as one instrument. Within thirty (30) days after a petition is filed, the City Secretary shall determine that each copy of the petition has a proper statement of the circulator and whether the petition is validly signed by a sufficient number of qualified voters. The City Secretary shall declare any copy of the petition entirely invalid which does not have attached thereto an affidavit signed by the circulator thereof. If a copy of the petition is found to be signed by more persons than the number of signatures certified by the circulator, the last signatures in excess of the number certified shall be disregarded. If a copy of a petition is found to be signed by fewer than the number certified, the signatures shall be accepted unless void on other grounds. After completing examination of the petition, the City Secretary shall certify the results thereof to the City Council at its next regular meeting. If the City Secretary shall certify that the petition is insufficient, the City Secretary shall set forth in the certificate the particulars in which it is defective and shall at once notify the committee of the petitioners of such finding.

Section 9.05. Supplemental petitions.

An initiative or referendum petition may be supplemented once by the deadline for filing the original petition if the original petition contains a number of signatures that exceeds the required minimum number by ten percent (10%) or more and is received by the City Secretary no later than the 10th day before the date of the deadline. The City Secretary shall, not later than the fifth regular business day after such supplement is filed, examine the supplemental petition, and certify as to its sufficiency. If the original petition, together with the supplemental petition, is then found to be insufficient, the City Secretary shall file a certificate to that effect and notify the committee of the petitioners of such findings and no further action shall be had on such insufficient petition.

Section 9.06. Effect of certification of referendum petition.

When a referendum petition has been certified as sufficient by the City Secretary, the ordinance specified in the petition shall remain in effect unless and until repealed by City Council or rejected by a majority of the qualified voters of the City.

Section 9.07. Consideration by council and submission to electors.

- a. When the City Council receives an authorized initiative petition certified by the City Secretary to be sufficient, the City Council shall either:
 - (1) Pass the initiated ordinance without amendment within forty-five (45) days after the date of the certification to the City Council; or
 - (2) Confer with the committee of petitioners and offer an alternative to the initiated ordinance. If the committee of petitioners accepts the alternative ordinance and City Council passes the alternative ordinance within forty-five (45) days after the date of certification to the City Council, the City Council is not required to call the election required by subsection a.(3) below; or

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- (3) Submit said initiated ordinance without amendment to a vote of the qualified voters of the City at a special election to be held not later than the first authorized uniform election date after the expiration sixty (60) days after the date of certification to the City Council; or
 - (4) At such election, submit to a vote of the qualified voters of the City such initiated ordinance without amendment and an alternative ordinance on the same subject proposed by the City Council.
- b. When the City Council receives an authorized referendum petition certified by the City Secretary to be sufficient, the City Council shall either:
 - (1) Reconsider the referred ordinance and repeal it within forty-five (45) days after the date of the certification to City Council; or
 - (2) Confer with the committee of petitioners and offer an alternative to repealing the referred ordinance. If the committee of petitioners accepts the alternative to repealing the referred ordinance and City Council takes any action required by such alternative within forty-five (45) days after the date of certification to the City Council, the City Council is not required to call the election required by subsection b.(3) below; or
 - (3) Submit the referred ordinance to the qualified voters of the City at a special election to be held not later than the first authorized uniform election date after the expiration of sixty (60) days after the date of certification to the City Council.
 - c. Special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months, and no ordinance on the same subject as an initiated ordinance which has been defeated at any election, or a referred ordinance which has been approved at any election may be initiated or referred by the voters within two (2) years from the date of such election.
 - d. The petitioners committee [committee of petitioners] for an authorized initiative petition or an authorized referendum petition may withdraw such petition at any time prior to the date upon which City Council calls the election on the initiated or referred ordinance.

Section 9.08. Form of ballot for initiated and referred ordinances.

- a. The ballot used in voting upon initiated or referred ordinances shall, as provided by the Texas Election Code, state the caption of the ordinance and to the left of the caption shall set forth on separate lines the words, "For" and "Against."
- b. Where an initiated ordinance and an alternative ordinance proposed by the City Council are submitted, the ballot shall state the captions of each ordinance, clearly designating them "Ordinance No. 1" and "Ordinance No. 2," respectively, and shall set forth to the left of each caption on separate lines the words "For" and "Against."
- c. Any number of ordinances may be voted on at the same election in accordance with the provisions of this article. If a majority of the votes cast is in favor of a submitted ordinance, it shall thereupon be effective as an ordinance of the City.

Section 9.09. Results of election.

If a majority of the qualified voters vote in favor of a proposed initiative ordinance, it shall thereupon be an initiative ordinance of the City. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting or alternative ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail.

Section 9.10. Repealing ordinances.

An initiated ordinance approved by a majority of qualified voters, and thus adopted, may be repealed or amended at any time after the expiration of two (2) years by five (5) members of the entire City Council voting in favor of the repeal or amendment. A referred ordinance which is rejected by a majority of qualified voters, and thus repealed, may be reenacted at any time after the expiration of two (2) years by five (5) members of the entire City Council voting in favor of the reenactment.

Section 9.11. Power of recall.

The qualified voters of the City reserve the power to recall any elected official of the City and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least ten percent (10%) of the qualified voters of the City at the time of such filing, demanding the removal of such elected official. All the signatures on such a petition must have been collected within the ninety (90) day period immediately preceding the date of submission. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds for which the removal is sought and the circulator of each petition paper shall make an affidavit that the statements therein made are true.

Section 9.12. Recall election.

Within thirty (30) days after a recall petition is filed, the City Secretary shall determine whether the same complies with the requisites of this Charter and is validly signed by a sufficient number of qualified voters. The provisions of this Charter regulating the validity, certification, and supplement of initiative petitions shall apply to recall petitions. If the petition is certified by the City Secretary to be sufficient and the elected official whose removal is sought does not resign within five (5) days after the certification to the City Council, the City Council shall order and hold a recall election on the first authorized uniform election date following the date of certification to the City Council. Provided, however, if a general election for City officers is to be held within one hundred twenty (120) days after such certification and there is sufficient time to order a special election to be held on the date of the general election, the recall election shall be held at such general election.

Section 9.13. Ballots in recall election.

Ballots used at recall elections shall conform to the following requirements:

- (1) With respect to each official whose removal is sought the question shall be submitted "shall (name of person) be removed from the office of (name of office) by recall?"
- (2) Immediately below each such question there shall be printed the following propositions, one above the other, in the order indicated:

"For the recall of (name of person)"

"Against the recall of (name of person)"

Section 9.14. Results of recall election.

If a majority of the votes cast at a recall election shall be against the recall of the elected official named on the ballot, the official shall continue in office. If a majority of the votes cast at such an election shall be for the recall of the official named on the ballot, the official shall be deemed removed from office and the vacancy shall be filled as provided by Section 3.07 of this Charter. An officer removed by recall shall also be deemed removed from all appointed offices or positions of the City. An officer removed by recall shall not be eligible to hold any City office or appointed position again for a period of two (2) years from the date recalled.

Section 9.15. Limitation on recalls.

No recall petition shall be filed against an elected official within six (6) months after such official takes office. An elected official subjected to a recall election and not removed thereby shall not be subjected to another recall election during that official's then existing term of office.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Public records.

All public records of every office, department, agency or other entity of the city shall be open to inspection by any citizen at all reasonable times; provided that any records not required by Law to be available for public inspection shall not be considered public records for the purpose of this section.

State law reference(s)—Public records, V.T.C.A., Government Code § 552.001 et seq.

Section 10.02. Official newspaper.

The City Council shall have power to contract with, and by ordinance or resolution designate, a public newspaper of general circulation in the City as the official newspaper thereof and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matters required to be published by this Charter, by the ordinances of the City, or by the Constitution or laws of the State of Texas.

State law reference(s)—Designation of official newspaper, V.T.C.A., Local Government Code § 52.004.

Section 10.03. Tort liability.

Before the City shall be liable for damages for the death or personal injuries of any person or for damages to or destruction of property of any kind, which does not constitute a taking or damaging of property under Article I, Section 17, Constitution of the State of Texas [Tex. Const. art. I, § 17], the person injured, if living, or his legal representatives, if deceased, or the parent or guardian of a minor child, or the owner, his agent or attorney of the property damaged or destroyed, shall give the City notice in writing of such death, injury, damage or destruction, duly verified by affidavit, within ninety (90) days after same has been sustained, stating specifically in such written notice when, where and how the death, injury, damage or destruction occurred, and the apparent extent of any such injury, the amount of damages sustained, the actual residence of the claimant by street and number on the date the claim is presented, the actual residence of such claimant for six (6) months immediately preceding the occurrence of such death, injury, damage or destruction, and the names and addresses of all witnesses upon whom it is relied to establish the claim for damages. Such notice shall be directed to the attention of the City Secretary. The failure to so notify the City within the time and manner specified herein shall exonerate, excuse and exempt the City from any liability whatsoever. No act of any officer, employee or agent of the City shall waive compliance, or preclude the City from requiring compliance, with the provisions of this section as to notice.

State law reference(s)—Tort liability, V.T.C.A., Civil Practice and Remedies Code § 101.101 et seq.

Section 10.04. Assignment, execution and garnishment.

The property, real and personal, belonging to the City shall not be liable for sale or appropriation under any writ of execution. The funds belonging to the City, in the hands of any person, firm or corporation, shall not be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the City nor any of its officers, employees or agents shall be required to answer any such writ of

garnishment on any account whatsoever. The City shall not be obligated to recognize any assignment of wages or funds by any of its officers, employees, agents or contractors.

Section 10.05. Security or bond not required.

It shall not be necessary in any action, lawsuit or proceeding, in which the City shall be a party, for any bond, undertaking or security to be executed on behalf of the City; but all actions, lawsuits, and proceedings shall be conducted in the same manner as if such bond, undertaking or security had been given. The City shall have all remedies by appeal, as provided by Law, to all courts of this State without bond or security of any kind. For all the purposes of such actions, lawsuits, proceedings, and appeals, the City shall be liable in the same manner, and to the same extent, as if the bond, undertaking or security in ordinary cases had been given and executed.

Section 10.06. Nepotism.

No member of the City Council or other officer of the City shall appoint, or approve, vote for, or confirm the appointment of, any person to any paid office, position, employment, duty, or other service of the City if such person is related within the second degree by affinity or within the third degree by consanguinity to the person making such appointment or to any member of the City Council. No person to whom this prohibition applies shall be permitted to embark upon any duties or commence any employment with the City or receive any salary, fee, or other emolument from the City. Provided, however, nothing contained in this Charter or in any ordinance of the City shall prevent the appointment, approval, voting for, or confirmation, of any person who shall have been continuously employed in any office, position, employment, duty, or other service of the City for a period of at least two (2) years prior to the election or appointment of the member or officer appointing, approving, voting for, or confirming the appointment, or to the election or appointment of the member or officer related to such person in the prohibited degree.

Section 10.07. Personal interest in city business.

No member of the City Council or employee of the City shall personally engage in any business with the City or have a substantial interest in a business entity doing business with the City without making disclosure thereof. As used in this Section, the term "substantial interest in a business entity" shall have the same meaning as set forth in Section 171.002, et. seq., of the Texas Local Government Code [V.T.C.A., Local Government Code § 171.002 et seq.]. Any willful violation of this section shall constitute malfeasance in office, and any such member of City Council or City employee guilty thereof shall thereby forfeit his position or employment. Any violation of this section with the express or implied knowledge of the person or entity doing business with the City shall render the contract voidable by the City Council.

Section 10.08. Official oath.

Before entering upon the duties of their respective offices, all officers of the City shall take and subscribe the official oath prescribed in the Constitution of the State of Texas.

Section 10.09. Bonds.

- a. City Council shall require a bond or bonds covering all municipal officers and employees who receive or pay out any monies of the City. The bond(s) must:
 - (1) Be in favor of the City;
 - (2) Be in the form and amount required by City Council;
 - (3) Have security approved as sufficient by City Council; and

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- (4) Be conditioned that the officer(s) and employee(s) covered by the bond(s) will faithfully discharge the duties of the office.
 - b. City Council may require a bond covering any other municipal officer or employee, payable to the City, in the form and amount as determined by City Council, and conditioned that the officer or employee will faithfully perform the duties of the office or position held.
 - c. The cost of the bonds required by this section shall be borne by the City.

Section 10.10. Judicial notice.

This Charter shall be deemed a public act; shall have the force and effect of a general Law; may be read in evidence without pleading or proof; and judicial notice shall be taken hereof in all courts and places without further proof.

Section 10.11. Severability clause.

If any section or part of a section of this Charter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter.

Section 10.12. Effect of headings and numeration.

All headings and numeration in this Charter for its respective articles, sections and subsections are provided for the sole purpose of convenient reference, and shall have no substantive legal effect.

Section 10.13. Rearrangement and renumbering.

The City Council shall have the power, by ordinance, to renumber and rearrange all articles, sections, subsections, and paragraphs of this Charter or any amendments thereto, as it shall deem appropriate, and upon the passage of any such ordinance a copy thereof, certified by the City Secretary, shall be forwarded to the Secretary of State for filing.

Section 10.14. Charter amendment.

This Charter may be amended in accordance with the Constitution and laws of the State of Texas.

Section 10.15. Charter review commission.

- a. Every five (5) years the City Council shall at its first regular meeting in ~~July~~ **March** appoint a Charter Review Commission of four (4) or more qualified voters of the city.
- b. *Duties of the commission.*
 - (1) Inquire into the operation of the city government under the Charter provisions and determine whether any such provisions require revision. To this end public hearings may be held; and the commission shall have the power to compel the attendance of any official or employee of the city and require the submission of any of the city's records subject to public inspection which it may deem necessary to the conduct of such hearing.
 - (2) Propose any recommendation it may deem desirable to ensure compliance with the provisions of the Charter by the several departments of the city government.

- (3) Propose, if it deems desirable, amendments to this Charter to improve the effective application of the Charter to current conditions.
- (4) Report its findings and present its proposed amendments, if any, to the City Council.
- c. *Term of office.* The term of such charter review commission shall be six (6) months; provided, however, prior to the expiration of such term, City Council may grant an extension, once, for a period not to exceed six (6) months. At the completion of the Charter review commission's term, including any extension thereof, a report shall be presented to the City Council, and all records of the proceedings of such commission shall be filed with the City Secretary and shall become a public record.
- d. *Actions by the City Council.* The City Council shall receive any report presented by the Charter review commission, make such report available to the public, post any recommendations made by the commission, consider any recommendations made by the commission and may, but shall not be required to, submit proposed charter amendments to the qualified voters of the city in the manner provided by the Texas Local Government Code, as now or hereafter amended.

(Ord. No. 982, § 6, 5-12-2012)

CHARTER COMPARATIVE TABLE

This table shows the location of the sections of the basic Charter and any amendments thereto.

Ordinance Number	Election Date	Section	Section this Charter
801	5-26-2004	arts. I—XI	Arts. I—XI
982	5-12-2012	5 Added	5.08
		6	10.15(a)
1128	11- 6-2018	§ 2(Amd. A)	2.01(a)
		§ 2(Amd. I)	3.01, 3.05, 3.10(f)
		§ 2(Amd. J)	4.02(b)
		§ 2(Amd. K)	5.03(c), (d), 5.05
		§ 2(Amd. L)	6.02(c)
		§ 2(Amd. M) Rpld	11.01—11.05

Created: 2026-03-09 15:19:23 [EST]

(Supp. No. 22)

PART I - CHARTER
CHARTER COMPARATIVE TABLE

DIVIDER PAGE

ADDENDUM

The City of Stafford Charter Review Commission (2025-2026) was tasked with making recommendations for changes to the charter. During the process, several items were discussed that did not rise to the level of a charter amendment but were still at a level that the Commission felt should be reviewed and addressed by City Council.

The following are the recommended items that are not proposed as amendments to the charter. We the commission as City Council to give review and consideration to the below items for the purpose of making improvements to the operations of the City of Stafford.

Recommendations from the November 10, 2025 meeting:

Pursuant to Article III, Section 3.03(a)

The commission recommends that City Council amend policy or ordinance, whichever is appropriate, to ensure that the Mayor Pro Tem and City Council is notified should the Mayor be out of town or otherwise not available to manage the city on a daily basis. Council is further encouraged to set a minimum amount of time that the Mayor would be unavailable for the notice to be required, and out of town is intended to mean “outside of the Greater Houston Metro Area,” not just outside Stafford city limits.

Pursuant to Article III, Section 3.06

The commission recommends that City Council amend policy or ordinance, whichever is appropriate, to standardize the rules governing all boards, commissions, and committees, regardless of whether the entity is a “Council committee” or “Council/Citizen Committee.” Further, with respect to Council/Citizen Committees, the commission recommends a requirement that citizens should chair the meetings.

Pursuant to Article III, Section 3.07

The commission recommends that City Council amend policy or ordinance, whichever is appropriate, to better self-govern adherence to the responsibilities and expectations of their position, particularly with regard to councilmembers arriving late or leaving early to an excessive extent without reasonable excuse.

Pursuant to Article III, Section 3.08

The commission recommends that City Council amend policy or ordinance, whichever is appropriate, to expand training for the mayor and councilmembers beyond the single required training regarding public information and open meetings, in order to ensure that councilmembers are optimally equipped to fulfill the responsibilities that they have undertaken.

Recommendations from the January 15, 2026 meeting:

Pursuant to Article VIII, Section 8.01:

The commission recommends that City Council amend policy or ordinance, whichever is appropriate, to extend consecutive term limits equally across all city boards, commissions, and committees, and not just for the Stafford Economic Development Corporation (SEDC) and Planning & Zoning Commission.

Pursuant to Article VIII, Section 8.01:

The commission recommends that City Council amend policy or ordinance, whichever is appropriate, and that the Stafford Economic Development Corporation (SEDC) by-laws be amended, in order to reduce the number of Council Members permitted to simultaneously serve on the SEDC from three (3) to two (2).

Pursuant to Article VIII, Section 8.01:

The commission recommends that any provisions for any provisions for other boards and commissions also be applied, to the extent City Council is able to do so through ordinance or policy, to the Stafford Economic Development Corporation (SEDC) bylaws in order to prevent conflicts and enforce consistency across commissions/committees.

Pursuant to Article VIII, Section 8.01:

The commission recommends that City Council amend policy or ordinance, whichever is appropriate, pertaining to the City of Stafford Planning & Zoning Commission, such that the City Council is required to have a super majority approval to oppose a recommendation of the Planning & Zoning Commission.

Recommendations from the April 16, 2026 meeting:

Pursuant to Article 4, Section 4.04b:

The commission recommends that the City of Stafford hire/appoint a Purchasing Agent/Manager, either as a new employee or as an additional responsibility of an existing employee, to ensure that optimal purchasing standards and records are maintained in light of the new purchasing policy.

Pursuant to Article 4, Section 4.04b:

The commission recommends that the City of Stafford hire/appoint a Revenue Agent/Manager, either as a new employee or as an additional responsibility of an existing employee, to ensure that all relevant tax and fee revenues are reviewed and audited to ensure that city revenues are being collected and maximized for the benefit of all residents.

City of Stafford Boards & Commissions

PLANNING AND ZONING COMMISSION	
The Planning and Zoning Commission shall be composed of seven members, each of whom shall be at the time of appointment and at all times while serving as a member of such commission a resident citizen, qualified voter, and reside within the City of Stafford, Texas. The members of the commission shall be appointed by the Mayor subject to approval by the City Council and serve at the pleasure of City Council. Four members of the Commission shall be appointed for two-year terms in odd numbered years commencing on July 1 and three members shall be appointed for two-year terms in even numbered years commencing on July 1.	
<i>Commissioner Name</i>	<i>Term expiration date</i>
Clint Mendonca	08/01/2027
Sadie Williams	08/01/2027
Greg Holsapple	08/01/2026
Kenneth Grant	08/01/2027
Aldrin George	08/01/2027
Shameer Baloch	08/01/2026
Mathew Vairamon	08/01/2026

STAFFORD ECONOMIC DEVELOPMENT CORPORATION	
The Board of Directors shall consist of seven members appointed by the City Council of the City of Stafford, Texas for staggered two-year terms of office. Not less than three directors shall be persons who are not employees, officers or members of the governing body of the City of Stafford. The terms of four directors shall begin on August 11, of each odd numbered year and the terms of three directors shall begin on August 11, of each even numbered year. Each director must reside within the City of Stafford, Texas. The Board of Directors and each member thereof serves at the pleasure of the City Council of the City of Stafford.	
<i>Director Name</i>	<i>Term expiration date</i>
Ken Mathew	08/10/2026
William K. Bostic Jr.	08/10/2027
Damon Leonetti	08/10/2027
Randy Krahn	08/10/2027
Gwen Goodwin	08/10/2027
A.J. Honore	08/10/2026
Alice Chen	08/10/2026

CITY COUNCIL & ADVISORY COMMITTEE MEMBERS

COMMITTEES	MEMBERS
HUMANE COMMITTEE (Advisory) <i>Meet as needed</i> Roxanne	Alice Chen William Bostic Virginia Rosas
TECHNOLOGY & MULTIMEDIA <i>Meet as needed</i> Deja	Virginia Rosas Tim Wood Xavier Herrera
FOURTH OF JULY (Select Honoree only) <i>Meet as needed</i> Roxanne	Virginia Rosas Alice Chen
FINANCE <i>Meet as needed</i> Richelle	William Bostic Alice Chen Ken Mathew
COMPENSATION, PERSONNEL, POLICY & BENEFITS <i>Meet as needed</i> Roxanne	Xavier Herrera William Bostic Alice Chen
LEGISLATIVE <i>Meet as needed</i> Roxanne	Ken Mathew Tim Wood Xavier Herrera
STAFFORD CENTRE <i>As Needed on the 2nd Monday – Monthly – 12:00 p.m.</i> <i>Stafford Centre</i> Deja	Wen Guerra Alice Chen William Bostic
JUNETEENTH <i>Meet as needed</i> Roxanne	William Bostic Alice Chen Wen Guerra
ASIAN AMERICAN & PACIFIC ISLANDER HERITAGE MONTH <i>Meet as needed</i> Roxanne	William Bostic Alice Chen Wen Guerra

CITY COUNCIL MINUTES

MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF STAFFORD, TEXAS
WEDNESDAY, MAY 20, 2026

On the 20th day of May, 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 Tim Wood, and Council Members William K. Bostic Jr., Xavier Herrera, Virginia Rosas, and Wen Guerra. Absent: Council Member Alice Chen. The following City Staff were present: Fire Chief Jose Magana, Director of Public Works/Development Services Chris Riggs, Chief of Police Richard Ramirez, Assistant Chief of Police Kelly Wright, Assistant Fire Chief Mark Vanberschot, Police Captain Nathan Cohn, Police Captain Anthony Garcia, Police Captain Joe Williams, Chief Financial Officer Alka Shah, City Secretary Roxanne Benitez, Director of Recreation Susan Ricks, 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; and Section 551.071(2), authorized under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas.

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

The City Council came out of executive session at 6:50 p.m.

The City Council meeting resumed at 7:00 p.m.

3. Pledges of Allegiance.

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

At this time, Council Member Rosas made a motion to take Agenda Items 11, 12, and 21 after Agenda Item 9, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Bostic, Herrera, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 6-0.

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

No action was taken.

5. Public comments.

Comments were received from the following:

- Jonathan Mueller, with Aristoi Classical Academy Charter School, spoke regarding their organization as well as their services and locations.
- Kranthi Kumar, with the Hindu Education Foundation, spoke regarding their organization and services. He invited the City Council to one of their events.
- Dr. Kelly Edmisten, Lead Pastor with the Vineyard Church located at 5015 Grove West Boulevard, spoke regarding a possible partnership with Aristoi Classical Academy Charter School.
- Jovia Godfrey, Director of Development for Aristoi Classical Academy, spoke regarding her experience with Aristoi Classical Academy.

6. (a) Consent Agenda (Items i.-iii.). 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.) Acceptance of donation of office furniture, from Rooms to Go, to the Multimedia Department, in the amount of \$1039.99.

(ii.) Request by Chief of Police Richard Ramirez to auction Police Department vehicles.

(iii.) Request by Director of Multimedia Robert Frith to purchase various electronic equipment using Public, Educational, and Governmental (PEG) funds, in the amount of \$20,000.00.

No discussion was held.

(b) Public Comments on item (a).

None.

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

Council Member Rosas made a motion to approve the Consent Agenda, as presented, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Bostic, Herrera, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 6-0.

7. (a) Discussion regarding Take Home Vehicle policy. (Rosas)

Council Member Rosas advised that she requested the agenda item.

Director of Human Resources Shanell Garcia spoke regarding the current take home vehicle policy. She answered questions from the Council Members.

(b) Public Comments on item (a).

None.

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

No action was taken.

8. (a) Discussion regarding a request from the Stafford Municipal School District (SMSD) for a fee waiver to rent the Stafford Centre for an event on June 30, 2026. (Rosas)

Council Member Rosas advised that she requested the agenda item.

Director of Recreation Susan Ricks advised that SMSD withdrew their request.

(b) Public Comments on item (a).

None.

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

No action was taken.

9. (a) Update and Discussion regarding the City's Fourth of July Celebration. (Wood)

Mayor Pro Tem Wood advised that he requested the agenda item.

Director of Recreation Susan Ricks provided details of the two-day event. She answered questions from Council Members.

(b) Public Comments on item (a).

None.

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

No action was taken.

11. Update from Economic Development Administrator regarding economic development related activities.

Economic Development Administrator Joe Esch spoke regarding current economic development activities. He answered questions from the Council Members.

- 12.(a) Update regarding the wayfinding project. (Wood)

Mayor Pro Tem Wood advised that he requested the agenda item.

Economic Development Administrator Joe Esch advised that the contract had been signed and the project was in progress. He answered questions from the Council Members.

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

None.

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

No action was taken.

- 21.(a) Discussion regarding parking of commercial vehicles and equipment in residential districts. (Guerra)

Council Member Guerra advised that he requested the agenda item. He spoke regarding complaints he received from citizens regarding large commercial vehicles parking on public streets.

Assistant Chief of Police Kelly Wright spoke regarding actions the Police Department has taken since January 2026. He answered questions from the Council Members.

City Attorney Jeffrey Lubritz answered questions from the Council Members as well.

Council Members and City Staff discussed the current ordinance.

(b) Discussion regarding the amount of time allowed for the parking of commercial vehicles in the street. (Guerra)

No discussion was held.

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

Comments were received from the following:

- Mark Black, who lives at 2107 Whirlaway Drive, spoke regarding large commercial vehicles parked in his neighborhood.

Mayor Pro Tem Wood made a motion to allow Mr. Black to speak for an additional minute, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Bostic, Herrera, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 6-0.

- Mr. Black suggested that Council Members drive in the neighborhoods and address the issues.

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

No action was taken.

10. (a) Discussion regarding filling vacancies on the Drainage, Flood Mitigation, and Subsidence Committee.

City Secretary Roxanne Benitez advised that there were currently three (3) vacancies, in which she received one (1) application from Herman Alvarado. She also advised that, if filled, it would be an at-large position.

Mr. Alvarado spoke regarding his experience with the City of Stafford. He 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 Wood made a motion to appoint Herman Alvarado to the Drainage, Flood Mitigation, and Subsidence Committee, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Wood, and

Council Members Bostic, Herrera, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 6-0.

- 13.(a) Discussion of a Resolution approving creation of a project for the Stafford Economic Development Corporation (SEDC) for refurbishment and maintenance of City monuments.

City Secretary Roxanne Benitez spoke regarding the process to create an SEDC project and advised that this was the first required public hearing.

(b) Public Hearing.

The public hearing opened at 8:13 p.m.

No comments were received.

The public hearing closed at 8:13 p.m.

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

Council Member Herrera made a motion to approve Resolution No. 24-26, as presented, and Mayor Pro Tem Wood seconded the motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Bostic, Herrera, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 6-0.

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

- 14.Update from Jones Engineering regarding the 2026 General Street Repairs project.

Bob Jones, with Jones Engineering, advised that the project was currently in the bidding process and provided project details.

Council Member Rosas exited the meeting at 8:17 p.m.

Council Member Rosas entered the meeting at 8:18 p.m.

Mr. Jones answered questions from the Council Members.

Council Member Herrera entered the meeting at 8:30 p.m.

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

- 15.(a) Update regarding findings from inspection of the Stafford Civic Center and next steps.

Director of Public Works/Development Services Chris Riggs spoke regarding the updates that have been made to the Civic Center as well as challenges. 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 doors not opening or being chained closed and advised that it could be a fire hazard.

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

After a brief discussion, no action was taken.

16.(a) Discussion regarding livestock in the City. (Guerra)

Council Member Guerra advised that he requested the agenda item. He also advised that he received four complaints regarding chickens in residential areas.

City Attorney Jeffrey Lubritz spoke regarding the current ordinance.

(b) Public Comments on item (a).

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, advised that he missed the livestock in the City. He spoke regarding various animal noises in the City.

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

No action was taken.

17.(a) Discussion regarding the possible creation of an ordinance in reference to apartment complexes and mobile home parks inspections. (Guerra)

Council Member Guerra advised that he requested the agenda item. He spoke regarding other cities adopting ordinances regarding apartment and mobile home inspections.

Director of Public Works/Development Services Chris Riggs spoke regarding current ordinances on mobile home park inspections, the rental registration program, and apartment inspections.

Fire Chief Jose Magana advised that fire sprinklers and fire alarms were inspected in apartment buildings.

Mr. Riggs answered questions from the Council Members.

(b) Public Comments on item (a).

None.

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

No action was taken.

18.(a) Discussion regarding the City's purchasing policy in reference to purchase orders. (Guerra)

Council Member Guerra advised that he requested the agenda item.

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 having a purchasing manager and/or having an employee handle the processing of purchase orders.

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

No action was taken.

19.(a) Discussion regarding itemized spending on the 2026 Winter Storm. (Guerra)

Council Member Guerra advised that he requested the agenda item. He also requested an itemized breakdown on the spending for the winter event.

Fire Chief Jose Magana provided a PowerPoint presentation on the event regarding the number of staff employed, meals provided, spending by various departments, and total cost. He answered questions from the Council Members.

Council Members spoke of their concerns.

Chief Magana continued to answer 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 spending on public safety. He advised that he was proud that Fire Chief Magana was the Chief.
- Matt Ricks, Battalion Chief for the Stafford Fire Department, advised that he was responsible for scheduling employees and gave the number of employees that were employed during the weather event.

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

No action was taken.

20.(a) Discussion regarding Fire Department funds allocated for fire inspections performed by City employees. (Guerra)

Council Member Guerra advised that he requested the agenda item. He asked how many firefighters received fire inspection pay.

Fire Chief Jose Magana advised that there were six (6) employees who received certification pay. He provided a PowerPoint presentation regarding certification pay received from various Fire Department employees as well as their qualifications. Chief Magana answered questions from the Council Members.

Council Member Rosas exited the meeting at 9:43 p.m.

Council Member Rosas entered the meeting at 9:45 p.m.

(b) Public Comments on item (a).

None.

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

No action was taken.

22. Council Reports.

Mayor Mathew

- Spoke regarding the National Day of Prayer event.
- Spoke regarding the AAPI Heritage Month Celebration event.

Council Member Herrera

- Spoke regarding Memorial Day and its significance.
- Advised that there would be a Memorial Day celebration at the VFW Post 4010 in Missouri City on Monday, May 25, and provided details.

Council Member Rosas

- Spoke regarding the Memorial Day event held at VFW Post 4010.
- Advised that the AAPI Heritage Month Celebration event was wonderful.
- Advised that H2A had an event on May 18 in which two scholarships were awarded.
- Advised that Nevvera Boutique would hold a grand opening and ribbon cutting ceremony on May 23.
- Advised that the SMSD graduation ceremony would be held on May 27.
- Advised that a game day event would be held at the SMSD Community Center on May 29.

Mayor Pro Tem Wood

- Spoke regarding those who served in the military.
- Spoke regarding children being in the neighborhood due to school being out.
- Recognized the Stafford High School graduates.
- Recognized his niece, Mimi, who was valedictorian at Freestate High School, in Lawrence, KS.
- Congratulated his sister, Sarah, on receiving her master's degree from the University of Wisconsin.
- Wished his father a happy belated birthday.
- Wished his brother, Ben, happy birthday.
- Suggested that all be weather aware and to check on neighbors.
- Wished everyone a happy summer.
- Wished everyone a wonderful Memorial Day.

Council Member Bostic

- Spoke on Memorial Day and the significance of it.
- Recognized the AAPI Heritage Month Celebration Committee on a great event.
- Advised that Houston Texans player Jalen Pitre would be holding a football camp on May 30.
- Recognized the Stafford High School class of 2026.

Council Member Guerra

- Spoke on Memorial Day and those who had served in the military.

- Recognized Johnny Baiamonte as being the oldest living veteran in Stafford.
- Recognized his relatives and former service members who served in the military. He asked for a moment of silence for those who served.
- Advised that it was Water Safety Month.

Council Member Rosas

- Advised that her father, brother, and nephew all served in the military.

23. Council Member requests for future agenda items.

None.

At this time, a moment of silence was held in honor of Memorial Day as well as fallen service members.

24. Adjournment.

Without objection, the meeting adjourned at 10:07 p.m.

ATTEST:

Roxanne Benitez
City Secretary

Ken Mathew
Mayor

DIVIDER PAGE

MINUTES
REGULAR CITY COUNCIL MEETING
CITY OF STAFFORD, TEXAS
WEDNESDAY, JUNE 03, 2026

On the 3rd day of June, 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 Tim Wood (arrived at 6:32 p.m.), and Council Members Alice Chen, William K. Bostic Jr., Xavier Herrera (arrived at 6:35 p.m.), Virginia Rosas, and Wen Guerra. Absent: None. The following City Staff were present: Chief of Police Richard Ramirez, City Secretary Roxanne Benitez, Director of Recreation Susan Ricks, 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), to deliberate the duties of a public officer or employee, to wit: Director of Human Resources, Chief of Police, Fire Chief, Chief Financial Officer, City Secretary, Director of Recreation, Director of Multimedia Communications, Director of Information Technology, and Director of Public Works/Development Services.

The City Council went into executive session at 6:32 p.m.

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

The City Council meeting resumed at 7:03 p.m.

3. Pledges of Allegiance.

Council Member Rosas 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.

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, asked when would budget meetings begin.

6. (a) Consent Agenda (Items i.-ii.). 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 April 30, 2026.
 - (ii.) Resolution approving the two-year extension with Philstyn Audio Video (PAV) for audio-video services at the Civic Center.
- (b) Public Comments on item (a).
- (c) Possible Consideration of appropriate action on items (i.-ii.).

No discussion was held.

(b) Public Comments on item (a).

None.

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

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

After a brief discussion, Mayor Pro Tem Wood made an amended motion to approve all Consent Agenda items except item (ii.), and Council Member Herrera.

After discussion, the vote was made on the amended motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Chen, Bostic, Herrera, Rosas, and Guerra voted "Aye". "Nay" – None. Motion carried 7-0.

The vote was then taken on the original motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Chen, Bostic, Herrera, Rosas, and Guerra voted "Aye". "Nay" – None. Motion carried 7-0.

7. (a) Discussion regarding honoree for the Fourth of July Celebration.

Director of Recreation Susan Ricks spoke regarding the Committee's honoree recommendations.

(b) Public Comments on item (a).

None.

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

Council Member Rosas made a motion to select past and current Stafford Mayors as the Fourth of July honorees, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Chen, Bostic, Herrera, Rosas, and Guerra voted "Aye". "Nay" – None. Motion carried 7-0.

8. (a) Discussion regarding the purchasing policy relating to contract signature authority, based on dollar amounts.

City Attorney Jeffrey Lubritz advised on signatory authority and who should be authorized to sign agreements.

(b) Public Comments on item (a).

None.

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

Council Member Rosas made a motion to present the agenda item at the next meeting, and Council Member Herrera seconded the motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Chen, Bostic, Herrera, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 7-0.

9. (a) Discussion of a Resolution approving a proposal, from Stanley Spurling & Hamilton, Inc. for engineering services at the Stafford Civic Center.

Bob Jones, with Jones Engineering Solutions, spoke regarding the Civic Center proposal. He answered questions from the Council Members.

Council Members spoke on their concerns.

Ken Stanley, with Stanley Spurling & Hamilton, Inc., also 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 his concerns on the building and suggested that the building be inspected by the Fire Marshal. He also spoke regarding the building’s use. Mr. Cowperthwait recommended that the agenda item be approved.

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

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

- 10.(a) Discussion of a Resolution approving creation of a project for the Stafford Economic Development Corporation (SEDC) for refurbishment and maintenance of City monuments.

City Secretary Roxanne Benitez advised that this was the second required City Council public hearing for the proposed project.

(b) Public Hearing.

The public hearing opened at 7:55 p.m.

Comments were received from the following:

- Cliff Cowperthwait, who lives at 111 Squires Bend, recommended approval of the agenda item.

The public hearing closed at 7:56 p.m.

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

Council Member Herrera made a motion to approve Resolution No. 24-26, as presented, and Council Member Chen seconded the motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Chen, Bostic, Herrera, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 7-0.

11.(a) Discussion of a Resolution approving an Interlocal Agreement with the Stafford Municipal School District (SMSD) for law enforcement services.

Chief of Police Richard Ramirez spoke regarding the proposed agreement.

City Attorney Jeffrey Lubritz also spoke regarding the proposed agreement.

Chief Ramirez and Mr. Lubritz 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 police services at public schools. He recommended that there be a place for students to come and speak to police officers.

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

Council Member Herrera made a motion to approve Resolution No. 27-26, as presented, and Mayor Pro Tem Wood seconded the motion. Mayor Mathew, Mayor Pro Tem Wood, and Council Members Chen, Bostic, Herrera, Rosas, and Guerra voted “Aye”. “Nay” – None. Motion carried 7-0.

12.(a) Discussion regarding extending Public Comments. (Bostic)

Council Member Bostic advised that he requested the agenda item and asked that the item be placed on the next agenda.

(b) Public Comments on item (a).

None

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

No action was taken.

13.(a) Approval of Minutes from the May 6, 2026 Regular City Council Meeting.

(b) Approval of Minutes from the May 11, 2026 Special Called City Council Meeting.

No discussion was held.

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

None.

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

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

14. Council Reports.

Council Member Herrera

- Advised that mosquito spraying would run from June 3 to September 30.
- Advised that hurricane season began on June 1.
- Advised of a barbecue benefit for Memo Romo at Legends Grill on June 13.
- Advised that Jalen Pitre held a football camp on May 30.
- Advised that there was a uniform and hygiene drive for SMSD students at Best Burger.

Mayor Mathew

- Spoke regarding mosquito spraying in the City.

Council Member Chen

- Provided a video recap on the AAPI Heritage Month Celebration event and thanked Committee Members, City Staff, and performers.
- Spoke regarding her recent trip to Taiwan.

Mayor Pro Tem Wood

- Spoke regarding the AAPI Celebration event.
- Spoke regarding the Juneteenth event.
- Spoke regarding standing water in the area.
- Urged all to be weather aware.
- Advised that the Stafford Pool was open and provided details.
- Advised all to be aware of children in the neighborhood.
- Spoke regarding a technology conference that will soon be in the City.

Mayor Mathew

- Advised that his granddaughter was attending the volleyball camp at SMSD.

Council Member Rosas

- Advised that a game day event would be held on June 12 at the SMSD Community Center.
- Advised that the H2A annual scholarship dinner would be held on September 12.
- Spoke regarding the Fourth of July Celebration events on July 3 and July 4 and provided details.

Council Member Bostic

- Advised that the Juneteenth Committee was working with the Sugar Land Exchange Club to clean up grave sites at the New Hope Cemetery.
- Urged all to do what they could to prevent mosquitoes.

- Spoke on the Juneteenth event on June 19 and provided details.

Council Member Guerra

- Urged all to be prepared for hurricane season.
- Spoke regarding the retirement event that was held in honor of Dr. Robert Bostic, the former SMSD Superintendent.

15. Council Member requests for future agenda items.

Council Member Chen requested an agenda item on the budget for the Asian American and Pacific Islander Month Celebration event.

Council Member Rosas request an agenda item on fifteen (15) minutes of Stafford history.

Council Member Guerra requested an agenda item regarding the sidewalk repairs on Staffordshire Road.

16. Adjournment.

Without objection, the meeting adjourned at 8:31 p.m.

ATTEST:

Roxanne Benitez
City Secretary

Ken Mathew
Mayor