



City of Sugar Land

City Council Agenda

Sugar Land City Hall
2700 Town Center
Boulevard North
Sugar Land, TX 77479

Tuesday, September 2, 2025
City Council Meeting
City Council Chamber
5:30 PM

AMENDED

I. Attention

Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through video conferencing means. A quorum of the City Council, Board and/or Commission will be physically present at the above-stated location, and said location is open to the public. Audio/Video of open deliberations will be available for the public to hear/view; and are recorded as per the Texas Open Meetings Act.

The meeting will live stream at <https://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/user/SugarLandTXgov/live>. Sugar Land Comcast/Xfinity Cable Subscribers can also tune-in on Channel 16.

II. Call to Order

III. Invocation

Councilmember Rob Boettcher

IV. Pledges of Allegiance

Councilmember Rob Boettcher

V. Recognition

VI. Public Comment

Pursuant to Texas Government Code section 551.007, citizens are permitted to address the City Council, Board and/or Commission in person with regard to matters posted for consideration on the agenda. Each speaker must complete a "Request to Speak" form and give it to the City Secretary or designee, prior to the beginning of the meeting.

Each speaker is limited to 3 minutes, speakers requiring a translator will have 6 minutes, regardless of the number of agenda items to be addressed. Comments or discussion by City Council, Board, and/or Commission members, will only be made at the time the subject is scheduled for consideration.

For questions or assistance, please contact the Office of the City Secretary (281) 275-2730.

VII. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. CHANGE ORDER NO. 1 WITH CEDROS PAVING SERVICES LLC

Consideration of and action on authorization of Change Order No. 1 to the Contract with Cedros Paving Services LLC, in the amount of \$353,956.00, for additional sidewalk replacement for the Sidewalk Program Rehabilitation & Replacement Project, CIP CST2501.

Keisha Seals, Assistant Director of Public Works

- B. **CONTRACT WITH MCDONALD MUNICIPAL AND INDUSTRIAL**
Consideration of and action on authorization of a Contract with McDonald Municipal and Industrial, in the amount of \$221,469.00, for construction services of bypass pumps rehabilitation for the Lift Station Generator Quick Connects Project, CIP CWW2404.
Idahosa Igbinoba, Senior Project Manager
- C. **RATIFICATION OF EXPENDITURES WITH C&C WATER SERVICES LLC**
Consideration of and action on ratification of expenditures with C&C Water Services LLC, in the amount of \$295,039.00, for emergency repairs to Greatwood Water Well No. 1.
Danica Mueller, Water Operations Manager
- D. **INTERLOCAL AGREEMENT WITH FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7**
Consideration of and action on authorization of an Interlocal Agreement with Fort Bend County Levee Improvement District No. 7, for land use and floodplain administration authority.
Robert Wilson, Assistant City Engineer
- E. **APPOINTMENT OF A TIRZ NO. THREE CHAIR**
Consideration of and action on the appointment of Jim Vonderhaar as Chair for an unexpired term ending December 31, 2025, to the Tax Increment Reinvestment Zone Number Three Board of Directors.
Carol McCutcheon, Mayor
- F. **MINUTES**
Consideration of and action on the minutes of the August 19, 2025 meeting.
Linda Mendenhall, City Clerk

VIII. Contracts and Agreements

- A. **HOST CITY SUPPORTER AGREEMENT WITH SPORTS AUTHORITY FOUNDATION**
Consideration of and action on authorization of a Host City Supporter Agreement with Sports Authority Foundation, in the amount of \$2,500,000.00, for the 2026 FIFA World Cup; and authorization of a Budget Amendment in the amount of \$100,000.00 from the Hotel Occupancy Tax Fund.
Alison Brooks, Assistant Director of Tourism
- B. **CONTRACT WITH JMJ DIAZ CORP DBA JMJ CONSTRUCTORS**
Consideration of and action on authorization of a Contract with JMJ Diaz Corp DBA JMJ Constructors, in the amount of \$3,507,290.00, for construction services for the Wastewater Treatment Plants Improvements Project, CIP CWW2303; and authorization of a Budget Amendment in the amount of \$850,000.00 from CIP CWW2003 to CIP CWW2303.
Jonathan Braun, Assistant City Engineer

IX. Public Hearings

- A. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on the proposed Conditional Use Permit for the expansion of an existing Private

School (Elementary, Middle, and High) at 1201 Lakeview Drive and 1250 Seventh Street, further described as a subdivision of 21.52 acres located in the Brown and Belknap League, A-15, City of Sugar Land, Fort Bend County, Texas.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2385:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, GRANTING A CONDITIONAL USE PERMIT FOR THE EXPANSION OF AN EXISTING PRIVATE SCHOOL (FORT BEND CHRISTIAN ACADEMY) LOCATED AT 1201 LAKEVIEW DRIVE AND 1250 SEVENTH STREET, WITHIN A BUSINESS OFFICE (B-O) ZONING DISTRICT; AND REPEALING ORDINANCE NO. 1317.

Jessica Echols, Senior Planner

- B. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on the proposed Conditional Use Permit for the establishment of a Private School (Elementary, Middle, and High) at 800 Brooks Street and 802 Brooks Street, further described as 6.0024 acres located in the S.M. Williams League, A-97 and 17.1949 acres located in the S.M. Williams League, A-97 and Alexander Hodge League, A-32, Fort Bend County, Texas located west of Brooks Street.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2380:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, GRANTING A CONDITIONAL USE PERMIT FOR A PRIVATE SCHOOL (LOGOS PREPARATORY ACADEMY) LOCATED AT 800 BROOKS STREET AND 802 BROOKS STREET WITHIN A BUSINESS OFFICE (B-O) ZONING DISTRICT.

Jessica Echols, Senior Planner

- C. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on the proposed Ordinance No. 2382 adopting a revised fee schedule by amending Chapter 2, Article V, Division 4 (Fees for Various City Services) and Chapter 5, Article VIII, Division 3 (Rates and Charges), Sections 5-246 - 5-265 of the Code of Ordinances, and other matters related thereto.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2382:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS ADOPTING A REVISED FEE SCHEDULE BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 (FEES FOR VARIOUS CITY SERVICES), CHAPTER 5, ARTICLE VIII, DIVISION 3 (RATES AND CHARGES), SECTIONS 5-246-5-265, CHAPTER 5, ARTICLE VIII, DIVISION 12 (MUNICIPAL DRAINAGE UTILITY SYSTEM), SECTION 5-413, AND CHAPTER 5, ARTICLE IX, DIVISION 1 (FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE FEES ESTABLISHED) OF THE CODE OF ORDINANCES, AND OTHER MATTERS RELATED THERETO.

ShaLae Steadman, Director of Budget

- D. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on the proposed 2025 assessment for properties located in the Park at Eldridge Public Improvement District.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2384:** AN ORDINANCE OF THE CITY COUNCIL OF

THE CITY OF SUGAR LAND, TEXAS, APPROVING AND ADOPTING THE 2026 SERVICE PLAN; THE 2025 ASSESSMENT ROLL; AND LEVYING ASSESSMENTS FOR THE 2025 CALENDAR YEAR FOR PROPERTY LOCATED IN THE PARK AT ELDRIDGE PUBLIC IMPROVEMENT DISTRICT.
ShaLae Steadman, Director of Budget

- E. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on proposed Fiscal Year 2026 Budget.

Consideration of and action on setting a date for deliberation and adoption of the Fiscal Year 2026 Budget.

ShaLae Steadman, Director of Budget

X. Ordinances and Resolutions

- A. **FIRST AND FINAL CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2386:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF SUGAR LAND, TEXAS, TO PROVIDE THAT THE REVISED BUDGET ADDRESS FUNDS RELATING TO CERTAIN CAPITAL AND OPERATING BUDGET MATTERS AND THAT THIS AMENDMENT BE ADOPTED AS THE BUDGETED AMOUNT FOR THOSE FUNDS.

Justyn Mejorado, Assistant Director of Budget

XI. City Council and City Manager Reports

In accordance with Texas Government Code section 551.0415, City Council Members and the City Manager may provide reports on items of community interest. No action, consideration or discussion will occur regarding these reports.

XII. Adjournment

The Mayor and City Council reserve the right, upon motion, to suspend the rules to consider business out of the posted order. In addition to any Executive Session listed above, the City Council reserves the right to adjourn into Executive Session at any time during this meeting for the purpose of consultation with the Attorney as authorized by Texas Government Code Sections 551.071 to discuss any of the matters listed above.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact the City Secretary, (281) 275-2730. Requests for special services must be received 48 hours prior to the meeting time. Reasonable accommodations will be made to assist your needs.

The agenda and supporting documentation is located on the [City Website](#) under meeting agendas.

Posted on this 29th day of August, 2025 at 12:45 P.M.



City Council Agenda Request September 2, 2025

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Ray Song, Engineering Manager

Presented by: Keisha Seals, Assistant Director of Public Works

Responsible Department: Public Works

Agenda Caption:

CHANGE ORDER NO. 1 WITH CEDROS PAVING SERVICES LLC

Consideration of and action on authorization of Change Order No. 1 to the Contract with Cedros Paving Services LLC, in the amount of \$353,956.00, for additional sidewalk replacement for the Sidewalk Program Rehabilitation & Replacement Project, CIP CST2501.

Recommended Action:

Approve Change Order No. 1 to the construction contract with Cedros Paving Services LLC, in the amount of \$353,956.00, for additional sidewalk replacement for the Sidewalk Program Rehabilitation & Replacement Project, CIP CST2501.

Executive Summary:

The Streets Division of the Public Works Department is responsible for sidewalk maintenance, repairs, and ensuring pedestrian safety citywide. This includes approximately 850 miles of sidewalks in neighborhoods along major thoroughfares and trails. Each year, staff complete an assessment of all the sidewalks, recording the location of and severity of vertical trip hazards, of which there are three (3) classified types.

In addition to the assessment, the City receives approximately 650 service requests for sidewalk concerns on an annual basis. The City utilizes staff as well as a sidewalk rehabilitation contractor to complete the sidewalk replacement. Residential service requests are completed in the order in which they are received. Currently, the City's service level for repairs called in by residents is estimated at a timeline of 18–24 months to complete repairs and/or as funding is available.

Over the years, a substantial backlog of residential sidewalk service requests has developed due to aging infrastructure, the expansion of mature trees, and constrained funding. To address the backlog of residential sidewalk requests and enhance pedestrian safety and accessibility, the 2024 GO Bond – Proposition B: Streets, Sidewalks, and Mobility includes the development of a Sidewalk Rehabilitation and Replacement Program.

On April 15, 2025, City Council authorized the execution of a construction contract with Cedros Paving Services, LLC for the Sidewalk Program Rehabilitation and Replacement Project (CIP CST2501). The contract, valued at \$1,415,825 annually and renewable for up to three (3) additional years based on budget availability, represents a total potential investment of \$5,663,300. Since contract execution, 440 backlog service requests have been completed. The contractor remains on schedule to complete 500 service requests total with the existing funds. This progress addresses a portion of the estimated 1,600 total backlog requests. The reported figures do not account for new service requests or staff-initiated sidewalk repair recommendations anticipated in 2025.

Staff recommend authorizing a change order of \$353,956, or an additional 25% to complete additional sidewalks by the end of the calendar year. The current contract is set up as a unit price contract, which allows the City to complete as much work as the budget allows based on competitively bid unit costs. The additional funds will allow the contractor to complete approximately 32,000 square feet of sidewalk replacements, which equates to 130-170 additional service requests. This change allows the City to increase the rate of repair and reduce the sidewalk backlog while still maintaining the unit cost set by the lowest priced bid.

The Public Works Department recommends approval of Change Order No. 1 with Cedros Paving Services LLC for an additional amount of \$353,956.00 for the Sidewalk Program Rehabilitation & Replacement Project, CIP CST2501.

Budget

Expenditure Required: \$353,956.00 in addition to the existing \$1,415,825 contract

Current Budget: \$2,600,000 (FY25); \$10,000,000 (over 5 years)

Additional Funding: N/A

Funding Source: 2024 GO Bond

Account Number (ORG-OBJ-Project): CST2501

Attachments

1. Approved Change Order CIP CST2501 Sidewalk Rehab Construction Contract



CHANGE ORDER REQUEST FORM

Date: 8/11/2025 Change Order #: _____
Contract #: 3251099 Department: Public Works
Project Name & No.: CIP CST2501 - Sidewalk Rehabilitation Construction Contract
Requested By: Ray Song Phone Ext: 8322854639
Contractor: Cedros Paving Services LLC Contract Date/Time: 4/15/2025

Change Order Description:

Change order using the original unit prices in order to complete additional sidewalk repairs.

Price Impact:

A. Original Contract Amount:	<u>\$1,415,825.00</u>
B. Current Change Order Amount:*	<u>\$353,956.00</u>
C. Previous Change Orders:	<u>0</u>
D. Cumulative Change Order Amount (B + C): **	<u>\$353,956</u>
E. Percent of Original Contract (D ÷ A):	<u>25%</u>
F. Revised Contract Amount (A+D): ***	<u>\$1,769,781</u>

* Change orders in excess of \$50,000 must be taken to City Council for approval.

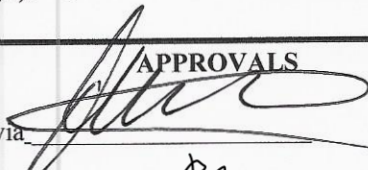
** Cumulative change order amount (Line D) must not exceed 25% of original PO amount.

*** If new purchase order total (Line F) exceeds \$50,000 and original purchase order amount (Line A) is less than \$50,000, change order must be taken to City Council for approval.

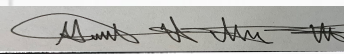
Schedule Impact:

Original Contract Time (Days):	<u>N/A</u>	Original Completion Date:	<u>9/1/2025</u>
Current Change Order (Days):	<u>N/A</u>		
Previous Change Orders (Days):	<u>0</u>		
Revised Contract Time (Days):	<u>0</u>	Revised Completion Date:	<u>11/30/2025</u>

APPROVALS

Contractor Approval: Dania Segovia  Date: 8/11/2025

Project Manager/Engineer (EOR): Ray Song  Date: 8/11/2025

Department Approval: Herc Meiers  Date: 8/12/2025

City Manager Approval (if Council approval is req.): _____ Date: _____



City Council Agenda Request September 2, 2025

Agenda Request No: VII.B.

Agenda of: City Council Meeting

Initiated by: IDAHOSA IGBINOBA, Senior Project Manager

Presented by: Idahosa Igbinoba, Senior Project Manager

Responsible Department: Engineering

Agenda Caption:

CONTRACT WITH MCDONALD MUNICIPAL AND INDUSTRIAL

Consideration of and action on authorization of a Contract with McDonald Municipal and Industrial, in the amount of \$221,469.00, for construction services of bypass pumps rehabilitation for the Lift Station Generator Quick Connects Project, CIP CWW2404.

Recommended Action:

Authorize the execution of a construction contract with McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc. for the construction of Lift Station By-pass Pumps Rehabilitation (Generator Quick Connects) (Package 1) Project, CIP CWW2404, in the amount of \$221,469.00.

Executive Summary:

The City of Sugar Land has thirty-one (31) permanent bypass diesel-driven pumps and four (4) portable diesel pumps for lift station operations. These bypass pumps are considered critical assets. In the past several years, impacts from hurricanes and ice storms have highlighted the need for routine rehabilitation and replacement of these lift stations bypass pumps.

In January 2024, the City completed a condition assessment preliminary engineering report (PER) of the thirty-one (31) permanent bypass diesel-driven pumps and four (4) portable diesel pumps under the CIP CWW2310 - Lift Station Bypass Pump Assessment project. The study/assessment helps to identify the current condition of each bypass pump and develop a multi-year plan for rehabilitation.

Based on the January 2024 condition assessment report, recommended improvements were prioritized into five separate categories: 0-1 year, 1-5 years, 5-10 years, 10-15 years and greater than 15 years improvements.

However, after reviewing the performance of the bypass pumps during the 2024 Hurricane Beryl storm event, the City and the design consultant discussed the need for a more effective and low-

cost approach that will immediately help to keep the lift stations running during emergency/major storm events. Hence, the scope of the project was changed to "Generator Quick Connect". With generator quick connects, applicable lift stations can quickly and safely connect a temporary generator during a power outage caused by an emergency event or major storm.

The design contract for the CWW2404 rehabilitation was approved by City Council in May 2024, and the design was completed in May 2025.

In order to work within the project budget, the project was split into two construction packages. Package 2 will be advertised at a later date once funding has been identified. Package 1 was advertised as a base bid that consisted of two (2) lift stations plus one (1) alternate bid as shown below:

- Big Mesquite Lift Station (Base bid)
- BRA (Whimbrel) Lift Station (Base bid)
- Riverstone Lift Station (Add-alternate bid)

An Invitation to Bid was advertised in local newspapers on June 25 and July 2, 2025, and posted on [CivCastUSA.com](https://www.civcastusa.com) on June 25, 2025. The design consultant also contacted several contractors to notify them of the advertised project. A Non-Mandatory pre-bid conference was held on July 8, 2025. One(1) bid was received and opened on Thursday, July 24, 2025.

A bid summary of the responsive bid is shown below:

Agency	Total base bid items	Add-alternate	Total base bid + Add alternate
McDonald Municipal Industrial	\$159,469	\$62,000	\$221,469
Engineer cost estimate	\$369,667	\$99,447	\$469,114

The lowest responsible bidder for the total base bid plus add-alternate bid item is McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, Inc. in the amount of \$221,469. Kalluri Group (Design Engineer) completed a review and evaluation, and provided a letter of recommendation indicating McDonald Municipal and Industrial is capable of completing a project of this nature. McDonald Municipal and Industrial has previously completed the City's Lift Station Rehabilitation project, CIP WW1407, and several other electrical and control system-related works for the City.

City staff recommends proceeding with the total base bid plus add-alternate bid. The available budget for construction, contingency and construction administration in FY24 for CIP CWW2404 is \$376,155. With the total bid items of \$221,469, a 10% contingency, and an estimated construction phase administration cost of \$14,800, the total project cost will be approximately \$258,416.00.

The Notice to Proceed will be issued in October 2025 with a contract time of 150 calendar days.

In accordance with Policy CO-0110, Notification of Construction Impacts and Service Interruptions, the Lift Station Rehabilitation project is classified as a Neighborhood Project located on City property and inside fences. No service interruptions are anticipated. Staff will provide notification via door hangars, mail outs, and one-on-one communications as needed.

The Engineering and Public Works Departments recommend that the City Council authorize the execution of a construction contract with McDonald Municipal and Industrial-A Division of C.F. McDonald Electric, Inc. for the rehabilitation of the Lift Station By-pass Pumps Rehabilitation (Generator Quick Connects) (Package 1) project, CIP CWW2404, in the amount of \$221,469.00.

Budget

Expenditure Required: \$221,469.00

Current Budget: \$376,155.00

Additional Funding: N/A

Funding Source: Utility fund balance

Account Number (ORG-OBJ-Project): Org.: 6049210 / Object: 621020

Attachments

1. Signed contract for CWW2404
2. COSL CWW2404- Recommendation Letter
3. Location Map
4. Certificate of Insurance
5. SB-13
6. SB-19
7. HB-89
8. Form 1295

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not for Building Construction Projects)
(Rev. 8-19-22)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following

- I. Signatures
- II. Summary of Contract Terms
- III. Standard Contractual Provisions
- IV. Contract Documents

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: McDonald Municipal & Industrial -
A Division of C.F. McDonald Electric Inc.

Name:

Name:

Title:

Title: Wayne Berkenmeier Vice President Special Projects

Date:

Date: July 30, 2025

II. Summary of Contract Terms.

Project: CIP: CWW2404 Lift Station (Generator quick connect) Bypass Pumps Rehab

Contractor: Municipal and Industrial -A Division of C.F.McDonald Electric, Inc

Name of Engineering Firm, if any: Kalluri Group, Inc

Name of Owner's Project Manager: Idahosa U. Igbinoba, RS, PMP, CFM

Base Bid: \$159,469.00

Alternate Bid Item Nos.: \$62,000.00

Total Alternate Bid Items Amount: \$62,000.00

Contract Price (Base Bid + Alternates): \$221,469.00 as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 150 Calendar Days

from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 30 Calendar Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$500 per Calendar Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Completion: \$50 per Calendar Day



City Council Agenda Request September 2, 2025

Agenda Request No: VII.C.

Agenda of: City Council Meeting

Initiated by: Danica Mueller, Water Operations Manager

Presented by: Danica Mueller, Water Operations Manager

Responsible Department: Utilities

Agenda Caption:

RATIFICATION OF EXPENDITURES WITH C&C WATER SERVICES LLC

Consideration of and action on ratification of expenditures with C&C Water Services LLC, in the amount of \$295,039.00, for emergency repairs to Greatwood Water Well No. 1.

Recommended Action:

The Utilities Department recommends ratification of expenditures with C&C Water Services, LLC, in the amount of \$295,039.00 for the emergency repair of Greatwood Water Well No. 1.

Executive Summary:

Groundwater operators check water quality and plant equipment at the city's 12 groundwater plants daily. On Monday, May 19, 2025, the Greatwood West Groundwater Plant operator reported that Well No. 1 was failing during operation. After troubleshooting, city staff observed the well was pumping minimal water and identified the problem as a damaged shaft or pump.

Staff contacted C&C Water Services, LLC (C&C) to remove and inspect the submersible pump. C&C specializes in water well repair and has successfully completed several water well rehabilitation projects for the city. After disassembly, C&C confirmed that the pump was misaligned and damaged beyond repair. They televised the well shaft and confirmed it was intact with no down-hole damage. Based on this assessment, staff approved C&C's proposal to replace the well pump and to clean and disinfect the well before placing it back in service.

The new pump is estimated to arrive in August, and the project will be completed by October 2025. The Greatwood water system depends on four wells to meet peak summer demands. To maintain supply in the interim, a temporary rental pump and motor were installed to keep Well No. 1 operational.

The total cost of the emergency replacement project, including the temporary rental, is \$295,039.00. Funds are available in the Utility Fund, Water Production operations budget to pay for the emergency replacement project. The account balance and replacement costs are

summarized below:

Account Balance	\$	368,400.00
Greatwood Well No.1 Repair Costs	\$	295,039.00
- Pump removal, replacement, and installation	\$	197,139.00
- Temporary pump and motor rental	\$	97,900.00

In accordance with City Policy PU-106, emergency contracts may be executed when repairs are required to address immediate risks to public health and life. The expenditures must be ratified by council action.

The Utilities Department recommends that the City Council authorize the ratification of the expenditures with C&C Water Services, LLC in the amount of \$295,039.00 for the emergency repair of Greatwood Water Well No. 1.

Budget

Expenditure Required: \$295,039.00

Current Budget: \$368,400.00

Additional Funding: N/A

Funding Source: Utilities

Account Number (ORG-OBJ-Project): 6019115-571080

Attachments

1. C&C Standard Contract_GWW_July 2025
2. Signed Forms for Greatwood West Well 1
3. C&C Insurance_exp 5.15.26
4. Performance & Payment Bond_July 2025
5. Form 1295_C&C

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
\$100K to \$999,999.99
(Rev. 1-16-25)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR: C & C Water Services

By:

By:

Jim Caldwell

Date:

Date:

7/21/25

Title:

Title: President

Company: C & C Water Services

MATTER NUMBER: 7169M

APPROVED AS TO FORM:

Meredith Riedel

II. General Information and Terms.

Contractor's Name and Address: C&C Water Services
P.O. Box 682
Houston, TX 77377

Description of Services: Greatwood West Emergency Well Repair

Maximum Contract Amount: \$295,039.00

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by change order. The Contractor will bill the City for the services provided at intervals of at least thirty (30) calendar days, except for the final billing. The Contractor must bill or invoice the City within thirty (30) calendar days from the date of service and submit the final invoice no later than thirty (30) calendar days from the Contract termination or expiration date. The City is not responsible or liable for payment of any invoice submitted to the City more than sixty (60) calendar days after the date in which the services were rendered or for any work which is unsatisfactory to the City. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). The City will return all invoices containing errors to the Contractor with an explanation of the deficiency. The City will not pay the Contractor for any costs or expenditures that are not included in the scope of work or a change order under the Contract. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year.

(Section 5, Article XI, Texas Constitution)

A. D. Liability and Indemnity. A provision in the Contractor's Additional Contract Document is void and unenforceable if it: (1) limits or releases the Contractor from liability that would exist by law in the absence of the provision; (2) creates liability for the City that would not exist by law in the absence of the provision; or (3) waives or limits the City's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. The Contractor will be liable for all damages incurred and assume full responsibility for the work performed under the Contract.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

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

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If a party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should a party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

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

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a “work made for hire,” as defined by federal copyright law. If the Work is not by law a “work made for hire,” the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with professional skills and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Certificate of Interested Persons form is available on the Commission’s website and the Contractor must follow the Commission’s filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2271.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for goods and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

S. Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Certain contracts for goods and services are subject to the requirements of Section 2276.002, Tex. Gov't Code (S.B. 13). Specifically, contracts for goods and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

T. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 19). Specifically, contracts for goods and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

This verification requirement does not apply if this contract is with a sole-source provider or, if this contract is subject to competitive bidding, the City did not receive any bids from a company that is able to provide the written verification required.

U. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2275.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
- (2) where the City knows that the company is:
 - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
 - (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or

- (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Contract, Contractor represents and acknowledges that it is not a foreign-owned company under Section 2275.0102 and that this is not a contract prohibited by Section 2275.0102, Tex. Gov't Code (S.B. 2116).

V. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

W. Records Retention. The City is subject to records retention requirements under Texas law. Any provision of the Contractor's attachment(s) that requires the City to destroy documents or give documents back to the Contractor or that otherwise conflicts with Texas law regarding retention of records is void.

X. Performance and Payment Bonds. For a public work contract, the Contractor must, before beginning the work, execute to the City a performance bond if the Contract is in excess of \$100,000 and a payment bond if the Contract is in excess of \$50,000. The performance bond is solely for the protection of the City in the amount of the Contract and conditioned on the faithful performance of the work in accordance with the plans, specifications, and Contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a subcontractor to supply public work labor or material and in the amount of the Contract. A bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). (Sec. 2253.021 Government Code)

IV. Additional Terms or Conditions. None.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Proposal, dated May 29, 2025 (3 pages)
- A-2. Certificate of Interested Persons with Certification of Filing (1 page)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification (1 page)
- A-5. Senate Bill 19 Verification (2 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Insurance Requirements (2 pages)
- B-2. Data Ownership, Sharing, and AI (2 pages)

EXHIBIT A-1

Proposal, dated May 29, 2025 (3 pages)



May 29, 2025

City of Sugarland
101A Gillingham Lane
Sugarland, Texas 77478

Attention: Danica Mueller
Reference: Greatwood West Water Well

Danica,

As instructed, the above referenced well pump was removed due to pump failure. The pump has been removed and inspected, the pump is available for your inspection should you want to look at the equipment.

The pump is not repairable due to loss of bowl bearings and the bowl cases would require extensive machine work to repair. The inner assembly (tubing, shafting and bearing) will also need to be replaced due to line-shaft bearing wear and line-shaft wear. We can re-use all the 10" column pipe as it is in good shape.

The unit appears to have had a bearing failure in the pump bowl due to shaft run out. The bottom of the suction case was broke off and was in the suction strainer when removed from the well.

The camera survey was also completed. Based on the survey, the well is constructed with 16" surface casing and 10" production casing and screen. The top of the 10" lap section was measured at 1472' and total depth viewed was 1881'. The screen sections are open and appear to be in good shape with no structure damage present. It would be recommended to chlorinate the screen sections prior to the new pump equipment being installed.

The costs below is for your consideration to return the well back to service.

Pump Equipment

1. Mobilize equipment	\$1,980.00
2. Pull and inspection of pump equipment	12,900.00
3. Televis well	1,800.00
4. Mobilize equipment to clean the well	5,860.00
5. Insert/agitate chlorine for disinfection	18,300.00

24723 STANOLIND ROAD, TOMBALL TX 77375
832-761-7793 WWW.C-CWATERSERVICES.COM

6. Re-televis	1,800.00
7. 12RJHC / 8 stage stage bowl assembly (1500gm @ 370tdh)	38,314.00
8. 460' of 2 1/2" x 1 11/16" complete Inner assembly assembly	72,185.00
9. 2 1/2" x 1 11/16" tube tension bearing assembly	2,450.00
10. 460' of stainless steel airline	2,300.00
11. Haul pump equipment to well site	4,300.00
12. Installation of pump equipment	13,750.00
13. Start up and sample	3,200.00
14. GM Performance Test	<u>1,200.00</u>

Total Cost	\$180,339.00
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Performance and Payment Bonds

1. Performance and Payment Bonds	\$16,800.00
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Note: Delivery on equipment is running 10-12 weeks from approval to release the order for manufacturing, we will do what we can to expedite the equipment to try and get the well back in service as soon as possible.

Note: Motor repairs by others, if required.

Option: Rental Pump

1. Mobilize rental equipment to site	\$4,300.00
2. Install rental pump	13,750.00
3. Rental pump (\$750.00 per/day) (estimated 85 days)	63,750.00
4. Remove rental pump	12,900.00
5. Start up and sample	<u>3,200.00</u>

Total Cost for Rental	\$97,900.00
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Summary of Complete Cost

1. Pump Equipment	\$180,339.00
2. Rental Pump	97,900.00
3. Bonds	<u>16,800.00</u>
Total Cost	\$295,039.00

C & C Water Services appreciates the opportunity to be of services,
should you have any questions regarding the above scope of work, please call.

Regards,

Jim Caldwell

Jim Caldwell
President
281-520-2205
832-761-7793 Office
jim@c-waterservices.com
www.c-cwaterservices.com



EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B.** A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C.** All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

emailed to: purchasing@sugarlandtx.gov

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

☒ **Workers' Compensation** Statutory limits, State of TX.

☒ **Employers' Liability** \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

☒ **Commercial General Liability:**

	☒ Very High/High Risk	☐ Medium Risk	☐ Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

☒ **Automobile Liability:** (Owned, Non-Owned, Hired and Injury & Property coverage for all)

☒ Very High/High Risk	☐ Medium Risk	☐ Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ **Garage Liability for BI & PD**

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

☐ **Garage Keepers Coverage (for Auto Body & Repair Shops)**

\$500,000 any one unit/any loss and \$200,000 for contents

☐ **Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:**

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

☒ **Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.**

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

☐ **Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis**

☐ **Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)**

\$1,000,000 each occurrence

\$2,000,000 aggregate

☐ **Other Insurance Required:** _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

EXHIBIT B-2

Data Ownership, Sharing, and AI

A. Definitions.

Government Data means any information, document, media, or machine-readable material regardless of physical form or characteristics, that is created or obtained by the City in the course of official City business.

Government-Related Data means any information, document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government Data. This does not include a contractor's business records (e.g., financial records, legal records, etc.) or data such as operating procedures, software coding, or algorithms that are not uniquely applied to the Government Data.

- B. City Owns the Data. Contractor hereby assigns without any requirement of further consideration all right, title, or interest the Contractor may have to Government Data and Government-Related Data, including any copyrights or other intellectual property rights to the same.
- C. Guarantee of Disencumbrance. Contractor warrants that any data provided to City under the terms of this Contract is in the public domain or otherwise unencumbered by intellectual property restrictions on its use by the City. Contractor warrants that the City's creation, maintenance, and modification of data provided to the City under the terms of this Contract shall not be restricted by Contractor's copyright, patent, or intellectual property considerations.
- D. No Prior Restrictions. Contractor represents and warrants that it has the full right and power to assign its rights, titles, and interests in any data it provides under this Contract and otherwise performs its obligations hereunder, and that there are no outstanding agreements, assignments, or encumbrances inconsistent with the provision of said data or with any other provisions of this Contract. Contractor represents and warrants that it is not aware of any claims of infringement of intellectual property that have been brought against it by third parties for infringement of such third party's intellectual property.
- E. Machine Readable Exports. Output created by Contractor under this Contract, if any, must be in a digital, reuseable format, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, but are not limited to, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. Government Data and Government-Related Data which is stored in binary formats, including but not limited to portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was provided. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this

section, non-proprietary formats include formats for which royalty-free codecs are available to end-users.

- F. Waiving Right of Action. Contractor hereby agrees to waive any and all future rights of action against the City which may arise from the City's authorized use of Government Data and/or Government-Related Data, including but not limited to copyright, patent, and other intellectual property considerations.
- G. Indemnification. If a third party claims that the Government Data and/or Government-Related Data that is the subject of this Contract, due to the use of Contractor's products or services, infringes that party's copyright, patents, or trade secrets, Contractor will defend the City against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the City notifies Contractor in writing of any such claim within ten (10) business days of City's receipt of such claim.
- H. Copyright Retention. Contractor may keep its copyright interest in non-Government Data and non-Government-Related Data (i.e. its proprietary data) it may have, except when the City combines Government Data and/or Government-Related Data with the Contractor's data.
- I. Data Sharing. Contractor will not share, transfer, or disclose Government Data and/or Government-Related Data to any third party without the prior written consent of the City except as expressly authorized in this Contract and solely to the extent necessary to perform the services under this Contract. In the event Contractor is authorized to share Government Data and/or Government-Related Data with a subcontractor, Contractor will ensure its subcontractor complies with all terms and conditions of this Contract.
- J. No Commercial Use. Contractor shall not make use of the Government Data or Government-Related Data for any commercial purpose, whether to the benefit of Contractor or a third party, unless explicitly authorized in writing by the City. For the purposes of this provision, "commercial purpose" does not include the performance of services by Contractor under this Contract that are specifically authorized and intended for the benefit of the City.
- K. Artificial Intelligence Training. Government Data and Government-Related Data shall not be used by Contractor to train any artificial intelligence, machine learning, or large language models, without the City's express written consent.

Exhibit A-6

PERFORMANCE BOND

(Rev. 11-2-09)

Bond No. 022240298

Name of Surety: The Ohio Casualty Insurance Company

Name of Contractor as Principal: C & C Water Services, LLC

Name of Owner as Oblige: City of Sugar Land, Texas

Name of Project: Greatwood West Emergency Well Repair

CIP Project No. _____

Date of Contract: _____
(Not before Bond execution date)

Bond Amount (Contract Price):\$ 295,039.00

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Performance Bond.

AGREEMENT:

The Surety and Contractor enter into this Performance Bond and bind themselves in favor of the Owner in the Bond Amount shown above. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. **CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Performance Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
2. **DURATION OF BOND OBLIGATION.** This Performance Bond is conditioned on the faithful performance of the Work in accordance with the Contract and remains in effect until the Contractor performs all its obligations under the Contract and this Performance Bond, including the warranty period expressed in the Contract.
3. **NOTICE OF CONTRACTOR'S DEFAULT.** If the Surety receives written notice from the Owner (sent by certified or registered mail to the Surety's Registered Agent at the address identified in this Performance Bond) of the Contractor's default and failure to cure the default, the Surety will notify the Owner in writing within ten days of receipt of the notice which action it will take under Paragraph 4 of this Performance Bond.

4. SURETY'S OBLIGATION UPON CONTRACTOR DEFAULT. Upon the Surety's receipt of Owner's written notice of the Contractor's default and failure to cure the default, the Surety must begin to remedy the default within 30 days by taking one of the following actions:

- (a) **Proceed itself.** Complete performance of the Contract, including correction of defective and nonconforming Work, through its own contractor(s), which are acceptable to the Owner, and make payments directly to the contractor(s) from the Surety's funds. During performance of the Contract the Surety will be paid only those sums that are due and payable under the Contract.
- (b) **Tender a completing contractor acceptable to Owner.** Tender to the Owner a contractor acceptable to the Owner together with a contract for Owner's execution to fulfill and complete the Contract, including all corrective work, warranties and bonds required under the Contract. An acceptable contractor is one that is qualified to offer a bid or proposal on the Contract and is not affiliated with the Contractor.

The completing contractor must furnish to the Owner a separate performance bond and payment bond, each in the form of those bonds previously furnished by the Contractor for the Contract. Each such bond must be in the penal sum of the total cost to complete the Contract and correct defective, nonconforming Work.

The completing contractor will be paid only those sums as would have been due and payable to the Contractor. If the Owner must pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can use those sums to timely pay the completing contractor. The Surety's liability, however, will not exceed the Full Penal Sum of this Performance Bond.

- (c) **Tender the full penal sum.** Tender to the Owner the Full Penal Sum of this Performance Bond. After the expiration of the warranties under the Contract, the Owner will refund to the Surety, without interest, any unused portion not spent by the Owner to procure and pay a completing contractor or to complete the construction contract itself.
- (d) **Other acts.** Take any other acts the Owner and Surety mutually agree upon in writing.
- (e) **Failure to take action.** The Surety waives its right to take any of the above actions and to receive payment of the Contract balance if it does not begin work or tender a new completing contractor, as set forth above, within 30 days of the Surety's receipt of written notice that the Contractor has defaulted and not cured the default as required by the Contract.

5. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to its other obligations in this Performance Bond, the Surety must promptly pay the Owner all losses, costs, and expenses resulting from the:
- (a) Contractor's default(s), including, without limitation, liquidated damages under the Contract, and all fees, expenses and costs of procuring another contractor and for architects, engineers, consultants, testing, surveying and attorneys; and
 - (b) Acts or omissions of the Surety; and
 - (c) Owner's compliance with the Surety's directions or requests.
6. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the Substantial Completion Date, the amount of liquidated damages, or the Work to be performed. The Surety is held to have knowledge of all acts or omissions of the Contractor in matters pertaining to the Contract. Furthermore, the Surety relieves the Owner from exercising diligence in securing the Contractor's compliance with the Contract.
7. **GOVERNING LAW AND VENUE.** Texas law governs this Performance Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.
8. **INCORPORATION OF STATUTE.** This Performance Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Performance Bond shall be determined in accordance with that Chapter.
9. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor:

C & C Water Services, LLC
(Typed Firm Name)

(Seal)

By: [Signature]
(Signature—Attorney in Fact)

Jim Caldwell
(Printed Name)

Surety:

The Ohio Casualty Insurance Company
(Typed Firm Name)

(Seal)

By: [Signature]
(Signature—Attorney in Fact)

Jennifer Winters
(Printed Name)

President
(Title)

24723 Stanolind Road

Tomball, TX 77375
(Physical Address)

P.O. Box 682

Houston, TX 77377
(Mailing Address)

832-761-7793
(Telephone No. with Area Code)

(Date of Execution)

Attorney-In-Fact
(Title)

175 Berkeley Street

Boston, MA 02116
(Physical Address)

175 Berkeley Street

Boston, MA 02116
(Mailing Address)

513-603-2400
(Telephone No. with Area Code)

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212854-969035**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dayla D. Brinker; Jennifer Winters

all of the city of Lubbock state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of December, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of December, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PAYMENT BOND
(Rev. 11-2-09)

Bond No. 022240298

Name of Surety: The Ohio Casualty Insurance Company

Name of Contractor, as Principal: C & C Water Services, LLC

Name of Owner, as Obligor: City of Sugar Land, Texas

Name of Project: Greatwood West Emergency Well Repair

CIP Project No. _____

Date of Contract: _____
(Not before Bond execution date)

Bond Amount (Contract Price):\$ _____

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Payment Bond.

AGREEMENT:

The Surety and Contractor enter into this Payment Bond and bind themselves in favor of the Owner. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. **CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Payment Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
2. **PAYMENT BOND BENEFICIARIES.** This Payment Bond is solely for the protection and use of the Payment Bond beneficiaries pursuant to Chapter 2253, Tex. Gov't Code.
3. **DURATION OF BOND OBLIGATION.** This Payment Bond remains in effect until the Contractor pays all the Payment Bond beneficiaries as required by Chapter 2253, Tex. Gov't Code and the Contract.
4. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Substantial Completion Date, the Contract Price, the amount of liquidated damages, or the Work to be performed.

5. **GOVERNING LAW AND VENUE.** Texas law governs this Payment Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.
6. **INCORPORATION OF STATUTE.** This Payment Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Payment Bond shall be determined in accordance with that Chapter.
7. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor:

C & C Water Services, LLC

(Typed Firm Name)

(Seal)

By:

(Signature—Attorney in Fact)

Jim Caldwell

(Printed Name)

President

(Title)

24723 Stanolind Road

Tomball, TX 77375

(Physical Address)

P.O. Box 682

Tomball, TX 77375

(Mailing Address)

832-761-7793

(Telephone No. with Area Code)

(Date of Execution)

Surety:

The Ohio Casualty Insurance Company

(Typed Firm Name)

(Seal)

By:

(Signature—Attorney in Fact)

Jennifer Winters

(Printed Name)

Attorney-In-Fact

(Title)

175 Berkeley Street

Boston, MA 02116

(Physical Address)

175 Berkeley Street

Boston, MA 02116

(Mailing Address)

513-603-2400

(Telephone No. with Area Code)

(Date of Execution)



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212854-969035**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____
Dayla D. Brinker; Jennifer Winters

all of the city of Lubbock state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of December, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of December, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6210

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims

al 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



City Council Agenda Request September 2, 2025

Agenda Request No: VII.D.

Agenda of: City Council Meeting

Initiated by: Robert Wilson, Assistant City Engineer

Presented by: Robert Wilson, Assistant City Engineer

Responsible Department: Engineering

Agenda Caption:

INTERLOCAL AGREEMENT WITH FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7

Consideration of and action on authorization of an Interlocal Agreement with Fort Bend County Levee Improvement District No. 7, for land use and floodplain administration authority.

Recommended Action:

Authorize the City Manager to sign the Interlocal Agreement with Fort Bend County Levee Improvement District #7 granting the floodplain administration duties of the levee district to the City of Sugar Land.

Executive Summary:

The Federal Emergency Management Agency (FEMA) operates the National Flood Insurance Program (NFIP), which provides flood insurance policies to structures to offset the risk of flooding for residents. As part of the program, FEMA offers the Community Rating System (CRS), which provides flood insurance premium discounts for each community based on the CRS rating. The City of Sugar Land currently has a Class 6 rating, which provides a 20% premium discount to residents inside the City's Community Identification Number (CID) under Risk Rating 2.0, which started in April 2021.

Fort Bend Levee Improvement District #7 (LID 7) entered the NFIP prior to annexation by the City and do not participate in the CRS program. Since annexation of the areas inside the levee district occurred through annexation of municipal utility districts (MUDs) rather than the levee district, the City CID did not apply to the areas inside the levee improvement district, as they already had a CID in the NFIP.

FEMA has requested the City and LID 7 to enter an interlocal agreement to formalize the City's process of flood prevention development standards applied to all development inside the City limits, including the areas inside the levee improvement district. With the interlocal agreement, FEMA will apply the City's CID to the areas inside LID 7, which will allow the residents in LID

7 to utilize the City's CRS discount when renewing their flood insurance policies.

The Engineering Department recommends authorizing the City Manager to sign the Interlocal Agreement with Fort Bend County Levee Improvement District #7 granting the floodplain administration duties of the levee district to the City of Sugar Land.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): N/A

Attachments

1. COSL Interlocal Agreement Re Land Use and Floodplain Admin

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUGAR LAND AND FORT
BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7 REGARDING LAND USE
AND FLOODPLAIN ADMINISTRATION AUTHORITY

This Interlocal Agreement ("Agreement") is entered into as of _____, 2025 (the "Effective Date"), by and between the City of Sugar Land, Texas (the "City"), a home rule municipality and political subdivision of the State of Texas, and Fort Bend County Levee Improvement District No. 7 (the "District"), a political subdivision of the State of Texas, operating pursuant to Chapters 49 and 57 of the Texas Water Code (each, a "Party;" collectively, the "Parties"), pursuant to the Interlocal Cooperation Act, Tex Gov't Code § 791.001, *et seq.*, and the Flood Control and Insurance Act, Tex. Water Code § 16.311, *et seq.*

RECITALS

WHEREAS, the District was created by Order of the Commissioners' Court of Fort Bend County, Texas on November 5, 1984, as a conservation and reclamation district, pursuant to Article XVI, Chapter 59 of the Texas Constitution and Chapter 57 of the Texas Water Code; and

WHEREAS, under Texas Water Code § 57.091, the District was created, among other things, to provide for drainage and flood protection for the property within its boundaries; and

WHEREAS, the District has constructed or acquired and maintains a system of levees, drainage facilities, and other improvements for drainage and flood protection purposes for property within its boundaries; and

WHEREAS, in 1985, the District applied to the Federal Emergency Management Agency ("FEMA") for participation in the National Flood Insurance Program ("NFIP") and FEMA issued correspondence to the District stating that the District meets the minimum requirements for participation in the NFIP; and

WHEREAS, at its creation, the District was located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, until the Annexation (defined herein), Fort Bend County has served as the floodplain administrator for the property within its boundaries, and the District has maintained its status as a NFIP community; and

WHEREAS, effective December 12, 2017, the City completed the annexation (the "Annexation") of the property within the boundaries of the District into the City's corporate limits and, accordingly, all property within the District also is located within the boundaries of the City; and

WHEREAS, since the Annexation, the City and the District have acknowledged the overlapping jurisdiction between the City and the District with respect to land use and floodplain administration for the property within the District; and

WHEREAS, by letter dated March 15, 2018, the City confirmed to the District that the City assumed the role as the floodplain administrator for the land within the boundaries of the District in order to eliminate unnecessary duplication and inconvenience for the District's residents and to have uniform development standards within the City's boundaries; and

WHEREAS, under Texas Local Government Code §§ 51.001, 51.002, and 51.072, the City, as a home rule municipality, has the full power of local self-government, including the power to adopt and enforce any ordinance, rule, or regulation that is consistent with State law and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, pursuant to Texas Water Code §§ 16.314 and 16.315, all political subdivisions of the State of Texas, including the District and the City, are authorized to take necessary and reasonable actions that meet or exceed the requirements and criteria of the NFIP, including engaging in floodplain management and adopting and enforcing land use and control measures that meet or exceed the minimum criteria of the National Flood Insurance Act ("NFIA"); and

WHEREAS, pursuant to such authority, the City has adopted and enforces Flood Damage Prevention Regulations that are contained in the City's Development Code, as required by FEMA for the City's participation in the NFIP, and serves as floodplain administrator for the property within its boundaries; and

WHEREAS, all development in the District is subject to the City's development standards and all plans must be submitted to the City for the City's approval prior to construction; and

WHEREAS, the City participates in the NFIP Community Rating System ("CRS") and, as of April 1, 2023, has been assigned a Class 6 rating; and

WHEREAS, as a result of the City's Class 6 rating, flood insurance policyholders within the City's boundaries should be eligible for the City's premium discount; and

WHEREAS, FEMA currently still codes flood insurance policies issued for property within the boundaries of the District to the District's community identification

number ("CID") and, accordingly, policyholders within the District currently are not benefitting from the City's premium discount; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, *et seq.*, the District and the City are authorized to contract or agree to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the City and the District desire to enter into this Agreement to specify the terms under which the City will become the sole floodplain administrator for property within the District's boundaries, will assume the sole responsibility for adoption and enforcement of permanent land use and control measures that meet or exceed those established under the NFIA, and will coordinate with FEMA to cause all flood insurance policies for property within the District's boundaries to be assigned the City's CID.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations and benefits herein set forth, the District and the City mutually agree as follows:

AGREEMENT

Section 1. Recitals Confirmed. The matters set forth in the Recitals of this Agreement are found to be true and correct.

Section 2. City Assumption of Floodplain Administration and Land Use and Control Measure Responsibilities. As of the Effective Date of this Agreement and subject to FEMA's approval of the application described below in Section 3 of this Agreement, the District hereby cedes to the City, and the City hereby agrees to assume sole responsibility for continuing to provide floodplain management administration and adopt and enforce permanent land use and control measures that meet or exceed those established under the NFIA for all property within the District's boundaries, in the same manner as for all other property within the City's boundaries. In the event of a conflict between the District's rules and regulations and the City's land use and control measures related to its role as the floodplain manager for all property within the District's boundaries, the City's land use and control measures shall control. The District shall promptly, but in no event later than thirty (30) days, provide the City with copies of all books, records, or other documents or information reasonably requested by the City that is necessary for the City's assumption of such responsibilities for the property within the District.

Section 3. Application to FEMA for CID Transfer. After the Effective Date of this Agreement, the District will prepare and submit an application to FEMA requesting that all flood insurance policies for property within the District's boundaries be assigned to the City's CID without requiring the cancellation and reissuance of such policies. The District will provide a copy of the application to the City within ten (10) business days

after submittal to FEMA and will promptly, but in no event later than ten (10) business days after receipt, provide the City with copies of all additional correspondence to or from FEMA regarding such application, including but not limited to additional requests for information and approval or denial of the application.

Section 4. Payment for Application Costs. The District will pay for all of its costs incurred in connection with preparing and submitting the application to FEMA under Section 3 of this Agreement.

Section 5. Cooperation. The Parties agree to work with each other in good faith at all times to effectuate the purposes and intent of this Agreement. To the extent the City incurs any out-of-pocket expenses associated with the implementation of this Agreement, the District agrees to reimburse the City for such expenses within thirty (30) days of receipt of a written invoice detailing such expenses.

Section 6. Other Instruments; Actions. The Parties agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments, or documents as are necessary or incidental to effectuate the purposes of this Agreement.

Section 7. Term. This Agreement shall remain in effect for so long as the District remains in existence and shall terminate only at such time as the District is dissolved or abolished unless otherwise agreed to in writing by the Parties.

Section 8. Payment from Current Revenues. A governmental entity required to make payment hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.

Section 9. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, or hand delivery, or (ii) five (5) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or the District. Addresses for notice shall be as follows:

If to the City: City of Sugar Land
 2700 Town Center Blvd. North
 Sugar Land, Texas 77479
 Attn: City Manager

If to the District: Fort Bend County Levee Improvement District No. 7
 c/o Schwartz Page and Harding, L.L.P.

Attn: Board of Directors
1300 Post Oak Blvd., Suite 2400
Houston, Texas 77056

Section 10. Entire Agreement. This Agreement is the entire agreement between City and the District concerning the subject matter covered by this Agreement. No modification hereof or subsequent agreement relative to the subject matter hereof is binding on either Party unless reduced to writing and signed by the Party to be bound.

Section 11. Severability. If a court rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement remains binding on the Parties.

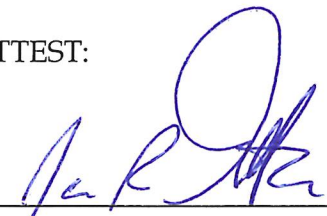
Section 12. Law Governing and Venue. Texas law governs this Agreement and any lawsuit on this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.

[EXECUTION PAGES FOLLOW]

FORT BEND COUNTY LEVEE
IMPROVEMENT DISTRICT NO. 7

By: 
Name: CINDY K. PICAZO
Title: President

ATTEST:


Asst. Secretary, Board of Directors
(SEAL)

CITY OF SUGAR LAND, TEXAS

By: Michael W. Goodrum, City Manager

Date: _____

ATTEST:

Approved as to Form:

Linda Mendenhall, City Secretary

Trisha Dang
First Assistant City Attorney

(SEAL)



City Council Agenda Request September 2, 2025

Agenda Request No: VII.E.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

APPOINTMENT OF A TIRZ NO. THREE CHAIR

Consideration of and action on the appointment of Jim Vonderhaar as Chair for an unexpired term ending December 31, 2025, to the Tax Increment Reinvestment Zone Number Three Board of Directors.

Recommended Action:

Staff recommends that the City Council appoint City Council Member Jim Vonderhaar as Chair for an unexpired term ending December 31, 2025.

Executive Summary:

Tax Increment Reinvestment Zone No. Three (TIRZ No. Three) was created in 2009 in an effort to assist with the redevelopment efforts of the former Imperial Sugar Refinery site and surrounding property. The Board consists of five members who serve two-year terms.

Additionally, pursuant to provisions of the creation ordinance, City Council annually appoints, from any position, a member to serve as chair for a term of one year beginning on January 1st of each year. On July 1, 2025, City Council members Jim Vonderhaar and Sanjay Singhal were appointed to unexpired terms as Position 1 and 4, respectively, to TIRZ No. Three. One of which unexpired terms was held by the then-Chair, Council member Stewart Jacobson; as such, we now recommend the appointment of City Council Member Jim Vonderhaar as Chair for an unexpired term ending December 31, 2025.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): N/A

Attachments

None



City Council Agenda Request September 2, 2025

Agenda Request No: VII.F.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Linda Mendenhall, City Clerk

Responsible Department:

Agenda Caption:

MINUTES

Consideration of and action on the minutes of the August 19, 2025 meeting.

Recommended Action:

Consider the minutes of the August 19, 2025 meeting.

Executive Summary:

Consider the minutes of the August 19, 2025 meeting.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): N/A

Attachments

1. 081925cc_minutes



City of Sugar Land

City Council Minutes

Sugar Land City Hall
2700 Town Center
Boulevard North
Sugar Land, TX 77479

Tuesday, August 19, 2025
City Council Meeting Minutes
City Council Chamber
5:30 PM

I. Attention

Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through video conferencing means. A quorum of the City Council, Board and/or Commission will be physically present at the above-stated location, and said location is open to the public. Audio/Video of open deliberations will be available for the public to hear/view; and are recorded as per the Texas Open Meetings Act.

The meeting will live stream at <https://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/user/SugarLandTXgov/live>. Sugar Land Comcast/Xfinity Cable Subscribers can also tune-in on Channel 16.

II. Call to Order

QUORUM PRESENT

Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, and Carol McCutcheon were present.

III. Invocation

Councilmember Stewart Jacobson

IV. Pledges of Allegiance

Councilmember Stewart Jacobson

V. Public Comment

Pursuant to Texas Government Code section 551.007, citizens are permitted to address the City Council, Board and/or Commission in person with regard to matters posted for consideration on the agenda. Each speaker must complete a "Request to Speak" form and give it to the City Secretary or designee, prior to the beginning of the meeting.

Each speaker is limited to 3 minutes, speakers requiring a translator will have 6 minutes, regardless of the number of agenda items to be addressed. Comments or discussion by City Council, Board, and/or Commission members, will only be made at the time the subject is scheduled for consideration.

For questions or assistance, please contact the Office of the City Secretary (281) 275-2730.

The following members of the public addressed the Council:

- Anna Lykoudus-Zafiris spoke in opposition to agenda item IX A.
- Jessie Matthew spoke in opposition to agenda item IX A.
- Maggy Horgan spoke in opposition to agenda items VII A, B, and IX A.

- Mayur Gadhikar spoke in opposition to agenda item IX A.
- Anand (Andy) Pinto spoke in opposition to agenda item IX A.
- Joe R. Zimmerman spoke in favor of agenda item IX A.
- Michelle Mikeska spoke in opposition to agenda item IX A.

VI. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-39: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING A GRANT FROM THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE FISCAL YEAR (FY) 2026 SB 224 CATALYTIC CONVERTER GRANT PROGRAM (“GRANT”); AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO SIGN DOCUMENTS TO ADMINISTER AND IMPLEMENT THE GRANT.**
Pedro Lara, Chief of Police

- B. **CONTRACT WITH KAVI CONSULTING, INC.**
 Consideration of and action on authorization of a Contract with Kavi Consulting, Inc., in the amount of \$154,655.57, for design services for the Austin Parkway at Commonwealth Intersection Safety Modification Project, CIP CTR2504.
Jason Vaughn, Traffic Engineering Manager

- C. **MINUTES**
 Consideration of and action on the minutes of the August 5, 2025 meeting.
Linda Mendenhall, City Clerk

A motion to **Approve consent agenda items A through C**, was made by Suzanne Whatley and seconded by Stewart Jacobson, the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

VII. Contracts and Agreements

- A. **CONTRACT WITH BRANCH CONSTRUCTION GROUP LLC**
 Consideration of and action on authorization of a Contract with Branch Construction Group LLC, in the amount of \$6,305,160.00, for rehabilitation of the Lift Station 48 Project, CIP CWW2301.
Jonathan Braun, Assistant City Engineer

Jonathan Braun, Assistant City Engineer, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve a construction contract with Branch Construction Group LLC for CIP CWW2301, Lift Station 48 rehabilitation, in the amount of \$6,305,160.00**, was made by Suzanne Whatley and seconded by Rick Miller, the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

B. CONTRACT WITH PGAL, INC.

Consideration of and action on authorization of a Contract with PGAL, Inc., in the amount of \$3,848,00.00, for design services for the Renovation of Existing Police Department & Court Building and New Police Department Headquarters Project, CIP CMU2507.

Lane Wolf, Senior Manager Vertical Construction

Lane Wolf, Senior Manager Vertical Construction, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve a professional service contract with PGAL, Inc. for the design of the Renovation Existing PD & Court Building + New PD Headquarters, CIP CMU2507, in the amount of \$3,848,000**, was made by Rick Miller and seconded by Sanjay Singhal; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

C. CONTRACT WITH CUMMINS SOUTHERN PLAINS LLC, DBA CUMMINS SALES AND SERVICE

Consideration of and action on authorization of a Contract with Cummins Southern Plains LLC, DBA Cummins Sales and Service, in the amount of \$353,248.08 through the Sourcewell Cooperative Purchasing Contract No. 092222-CMM, for the purchase of a generator for the West Wastewater Treatment Plant; and authorization of a Budget Amendment in the amount of \$194,400.00 to revenues and expenditures.

Katie Clayton, Director of Utilities

Katie Clayton, Director of Utilities, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve a contract with Cummins Sales and Service for the purchase of a generator for the West Wastewater Treatment Plant from Hazard Mitigation Grant funds in the amount of \$353,248.08**, was made by Jim Vonderhaar and seconded by Robert Boettcher; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

VIII. Ordinances and Resolutions

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-40: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE REDEMPTION OF BONDS.**

Jing Xiao, Director of Finance

Jing Xiao, Director of Finance, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Resolution No. 25-40, authorizing early redemption of three maturities of bonds totaling \$3.78 million on February 15, 2026**, was made by Stewart Jacobson and seconded by Suzanne Whatley; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

IX. Tax Record Vote

- A. Consideration of and action on setting the City of Sugar Land proposed 2025 tax rate, setting public hearing, and directing staff to publish the Notice of Proposed 2025 Tax Rate.

ShaLae Steadman, Director of Budget

ShaLae Steadman, Director of Budget, gave a presentation, made comments, and answered questions from the Council.

Councilmember Sanjay Singhal made a motion to amend the proposed tax rate from \$0.36321 to \$0.358210 and set a public hearing scheduled for September 9, 2025, at 5:30 p.m. at Sugar Land City Hall. Councilmember Robert Bottecher seconded the motion. The City Council did a roll call vote to approve the amended motion of the proposed tax rate from \$0.36321 to \$0.358210 and set a public hearing scheduled for September 9, 2025, at 5:30 p.m. at Sugar Land City Hall, 2700 Town Center Blvd North.

A motion to **Approve the amended motion of the proposed tax rate from \$0.36321 to \$0.358210 and set a public hearing scheduled for September 9, 2025, at 5:30 p.m. at Sugar Land City Hall, 2700 Town Center Blvd North**, was made by Sanjay Singhal and seconded by Robert Boettcher; the motion **Failed**.

Ayes: Sanjay Singhal

Nays: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Jim Vonderhaar, Carol McCutcheon

Councilmember Stewart Jacobson made a motion to approve the property tax rate increase by adopting a tax rate of \$0.36321, which is effectively a 1.2% decrease in the tax rate, and set a public hearing scheduled for September 9, 2025, at 5:30 p.m. at Sugar Land City Hall.

Councilmember Suzanne Whatley seconded the motion. The City Council did a roll call vote to approve the property tax rate increase by adopting a tax rate of \$0.36321, which is effectively a 1.2% decrease in the tax rate, and set a public hearing scheduled for September 9, 2025, at 5:30 p.m. at Sugar Land City Hall, 2700 Town Center Blvd North.

A motion to **Approve the property tax rate increase by adopting a tax rate of \$0.36321, which is effectively a 1.2% decrease in the tax rate, and set a public hearing scheduled for September 9, 2025, at 5:30 p.m. at Sugar Land City Hall, 2700 Town Center Blvd**

North, was made by Stewart Jacobson and seconded by Suzanne Whatley; the motion **Passed**.

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Jim Vonderhaar, Carol McCutcheon

Nays: Sanjay Singhal

X. City Council and City Manager Reports

In accordance with Texas Government Code section 551.0415, City Council Members and the City Manager may provide reports on items of community interest. No action, consideration or discussion will occur regarding these reports.

Mayor McCutcheon and the City Council gave comments and reported on events and activities attended. Michael Goodrum, City Manager, gave comments and reported on events and activities attended.

XI. Adjournment

A motion to **Adjourn at 6:59 p.m.**, was made by Sanjay Singhal and seconded by Carol McCutcheon, the motion .

Ayes: Suzanne Whatley, Stewart Jacobson, Robert Boettcher, Rick Miller, Sanjay Singhal, Jim Vonderhaar, Carol McCutcheon

Linda Mendenhall, City Clerk





City Council Agenda Request September 2, 2025

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: Alison Brooks, Assistant Director of Tourism

Presented by: Alison Brooks, Assistant Director of Tourism

Responsible Department: Economic Development

Agenda Caption:

**HOST CITY SUPPORTER AGREEMENT WITH SPORTS AUTHORITY
FOUNDATION**

Consideration of and action on authorization of a Host City Supporter Agreement with Sports Authority Foundation, in the amount of \$2,500,000.00, for the 2026 FIFA World Cup; and authorization of a Budget Amendment in the amount of \$100,000.00 from the Hotel Occupancy Tax Fund.

Recommended Action:

Approve a \$2.5 million sponsorship agreement with the Houston 2026 World Cup Host Committee, funded over FY25, FY26, and FY27 from HOT, SLDC, and SL4B, to officially position Sugar Land as a Host City Supporter for the 2026 FIFA World Cup and authorize a budget amendment to HOT funding source in the amount of \$100,000 for FY25 to fund a portion of the contract amount.

Executive Summary:

In the summer of 2026, Houston will host seven FIFA World Cup matches over the course of 21 days, welcoming visitors from around the world to one of the largest sporting events in history. As a regional partner, Sugar Land will experience a significant surge in visitors, increased economic activity, and heightened global visibility.

To maximize this opportunity, Visit Sugar Land is pursuing a \$2.5 million sponsorship with the Houston 2026 World Cup Host Committee, funded over FY25–FY27 by HOT, SLDC, and SL4B. This investment positions Sugar Land as a Host City Supporter, giving us a direct voice in how we engage with the tournament and a unique platform to showcase our vibrant community and premier hospitality.

Through this partnership, Sugar Land will gain exclusive benefits—including FIFA marks, branding rights, and premium hospitality assets—enabling us to host official watch parties, activate key venues, launch targeted marketing campaigns, and engage the community through

volunteer and youth programs.

This is a strategic investment in long-term growth. Activations will drive new visitation, support local businesses, and elevate Sugar Land's national and international profile while boosting HOT and sales tax revenues. The sponsorship also creates a coordinated framework for public safety, traffic, and operations, ensuring visitors are guided into well-planned, city-led experiences that enhance both the visitor and resident experience.

This effort directly supports the City's Strategic Action Plan – Stimulating Economic Growth: All In, using the global spotlight to create a lasting legacy well beyond the tournament.

Budget

Expenditure Required: Total Contract Amount: \$2,500,000

Terms: Funded over FY25, FY26, FY27

Funding Sources: HOT \$300,000, SLDC \$1,400,000, SL4B \$800,000

Current Budget: NEED BUDGET AMENDMENT FOR FY25 ONLY. R40 WILL BE REQUESTED THROUGH THE JOINT BOARD MEETINGS, TAKING PLACE PRIOR TO THE CC MEETING THE SAME DAY.

Additional Funding: NEED BUDGET AMENDMENT FOR FY25 ONLY.

Funding Source: HOT \$300,000

SLDC \$1,400,000

SL4B \$800,000

Fiscal Year	SLDC	SL4B	HOT
FY25	\$550,000	\$250,000	\$100,000
FY26	\$550,000	\$250,000	\$100,000
FY27	\$300,000	\$300,000	\$100,000
Total	\$1,400,000	\$800,000	\$300,000

Account Number (ORG-OBJ-Project): SLDC - 1041185-561005

SL4B - 7041190-561005

HOT - 2051175-561005

Attachments

1. Supporter Agreement - City of Sugar Land
2. Form 1295 Certificate 101417135
3. HB 13-HSA
4. HB 19-HSA
5. HB 89-HSA

6. Letter of Support- Sugar Land Regional Airport
7. Letter of Support- Constellation Field
8. Letter of Support-First Colony Mall
9. Letter of Support- Lou Hammond Group
10. Letter of Support- Smart Financial

HOST CITY SUPPORTER AGREEMENT

This Host City Supporter Agreement (this “Agreement”), dated as of September ____, 2025 (the “Supporter Commencement Date”), is made and entered into by and between **SPORTS AUTHORITY FOUNDATION**, a Texas nonprofit corporation tax-exempt under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended from time to time (“Host Committee”) and **THE CITY OF SUGAR LAND**, a Texas municipal corporation (“Host City Supporter”).

A. Pursuant to a Host City Rights Agreement by and between Fédération Internationale de Football Association of FIFA-Strasse 20, P.O. Box CH 8044, Zurich, Switzerland (“**FIFA**”) and Host Committee (the “Host City Rights Agreement”), FIFA has agreed to license certain rights to Host Committee, including certain rights to be sublicensed to companies with a demonstrable connection or nexus to Host City (the “Licensed Host City Supporter Rights”) in connection with Host Committee’s selection as a host city organization for FIFA World Cup 2026, subject to the terms and conditions set forth therein.

B. Host Committee wishes to sublicense to Host City Supporter certain Licensed Host City Supporter Rights for the purposes of promoting the sponsorship relationship between the Host City Supporter Brands (as defined below), on the one hand, and Host Committee and the Host City, on the other hand, on the terms and subject to the conditions set forth below.

THEREFORE, in consideration of the covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Sublicense of Host City Supporter Rights; Grant of Non-FIFA Supporter Rights.

- 1.1 During the Term and solely for use in the Territory in relation to FIFA World Cup 2026, Host City Supporter will sublicense from Host Committee the Licensed Host City Supporter Rights described on Exhibit A hereto (together with any Non-FIFA Supporter Rights, the “Host City Supporter Rights”), subject to the terms and conditions set forth in this Agreement and Exhibit A hereto.
- 1.2 During the Term and solely for use in the Territory in relation to FIFA World Cup 2026, Host Committee will provide Host City Supporter with certain rights and benefits that are not licensed from FIFA described on Exhibit B hereto (the “Non-FIFA Supporter Rights”), subject to the terms and conditions set forth in this Agreement and Exhibit B hereto.
- 1.3 In no event shall Host City Supporter have any right to exercise the Host City Supporter Rights: (i) prior to the commencement of the Term or (ii) after the expiration or termination of the Term. Except as expressly set forth on Exhibit A and Exhibit B, Host City Supporter shall have no other rights or privileges with respect to the Host City, Host Committee, the Host City Rights Agreement, FIFA, FIFA World Cup 2026 or any other FIFA competition, tournament, activity or event, unless otherwise agreed between FIFA and the Host City Supporter pursuant to a separate written agreement.

2. Term. The term of this Agreement shall commence on the Supporter Commencement Date and shall expire on October 2, 2026, subject to earlier termination as provided herein (such time period, the “Term”). Without limitation of the foregoing, this Agreement shall not be effective until such time as FIFA has approved the Agreement in accordance with the Host City Rights Agreement.

3. Exercise of Host City Supporter Rights.

- 3.1 Host City Supporter acknowledges and accepts that the Host City Supporter Rights are granted subject to, and for exercise in accordance with, the terms and conditions of this Agreement.

- 3.2 All rights and opportunities not expressly granted to Host City Supporter under this Agreement are reserved by FIFA and/or Host Committee, as applicable, and Host City Supporter shall not use, purport to use or permit a third party to use such rights or opportunities.
- 3.3 The Host City Supporter Rights must only be exercised in relation to promoting the sponsorship relationship between Host Committee and the Host City, on the one hand, and the Host City Supporter Brands, on the other hand, but solely to the extent that the promotion of the Host City Supporter Brands relates to products or services within the Category.
- 3.4 Host City Supporter acknowledges and accepts that it is granted the Host City Supporter Rights for exercise in respect of the Territory only and shall not actively or intentionally target any individuals outside of the Territory when exercising any of the Host City Supporter Rights, in each case unless otherwise approved by FIFA. Without prejudice to the foregoing, posts made by the Host City Supporter on the Host City Supporter's social media and website in exercise of the Host City Supporter Rights shall not be considered actively or intentionally targeting any individuals outside of the Territory provided that the content of each such post makes clear Host City Supporter has been granted rights in relation to the Territory only and is in accordance with all other provisions of this Agreement.
- 3.5 Host City Supporter acknowledges and agrees that:
- 3.5.1 it shall only use Licensed IP in the form made available to it by Host Committee and/or FIFA;
- 3.5.2 Host City Supporter shall not exercise any Host City Supporter Rights or use the Licensed IP without Host Committee's and FIFA's prior written approval and shall only exercise Host City Supporter Rights or use Licensed IP in the manner approved by Host Committee and FIFA;
- 3.5.3 in respect of the use of any Licensed IP, Host City Supporter shall comply with any guidelines or instructions issued from time to time by or on behalf of FIFA; and
- 3.5.4 Host City Supporter will provide FIFA with any assistance FIFA may reasonably request (to the maximum extent permitted by applicable law, including executing documents) for the purpose of protecting the Licensed IP or recording licenses in respect of the Licensed IP, as determined by FIFA.
- 3.6 Host City Supporter agrees to submit any relevant materials, including representative samples, relating to the exercise of any Host City Supporter Rights to Host Committee and FIFA (as applicable in accordance with Section 14.21) for approval not less than thirty (30) business days prior to their proposed release or activation.
- 3.7 Subject to Section 3.6, failure by FIFA or Host Committee, as applicable in accordance with Section 14.21, to notify Host City Supporter that any exercise of Host City Supporter Rights or use of Licensed IP is not approved or does not otherwise comply with the terms of this Agreement will not be considered to be an approval thereof by FIFA or Host Committee, as applicable, or a waiver by FIFA or Host Committee, as applicable, of the right to subsequently insist upon strict adherence to the provisions of Section 3.5.
- 3.8 If Host City Supporter uses Licensed IP or exercises any Host City Supporter Rights without FIFA's or Host Committee's approval, as applicable, or such distribution, advertising, use or activity does not otherwise comply with the terms of this Agreement, Host City Supporter shall discontinue such use or activity immediately upon receipt of

written notice from FIFA or Host Committee, or upon Host City Supporter otherwise becoming aware, that such use of Licensed IP or exercise of any Host City Supporter Rights is not approved or is in contravention with the provisions of this Agreement.

- 3.9 Host City Supporter shall comply with any guidelines or instructions issued from time to time by or on behalf of the Host Committee and/or FIFA or any of its designees, as well as any guidelines or instructions issued from time to time by any competent authority, when exercising any Host City Supporter Rights or fulfilling any obligations under this Agreement and shall procure that any representatives or guests of Host City Supporter comply with the same when on any Site or other FIFA controlled premises or when attending any activities or events organized by or on behalf of FIFA or Host Committee pursuant to this Agreement.
- 3.10 Host City Supporter acknowledges and agrees that: (i) the Host City Supporter Rights are granted subject to, and conditional upon, Applicable Laws; (ii) the Host City Supporter Rights must be exercised in accordance with all Applicable Laws and all applicable duties of care; and (iii) any restriction or limitation on the grant or exercise of any Host City Supporter Rights hereunder resulting from such Applicable Laws shall not constitute a breach of this Agreement by Host Committee and, in such event, Host City Supporter shall not be entitled to claim from Host Committee or FIFA any reduction of the consideration or obligations owed by Host City Supporter, damages or further compensation in that regard.
- 3.11 Any approval given by FIFA or Host Committee in relation to the exercise of any Host City Supporter Rights or any other opportunity granted under this Agreement will not be construed as any sort of representation or warranty from FIFA or Host Committee to the effect that the exercise of such right or opportunity: (i) is in accordance with Applicable Laws or any applicable duties of care; or (ii) does not require the further grant of rights by or approval of any relevant third party (for example, regulatory permissions and/or in relation to the use of any third party Intellectual Property Rights incorporated within any approved promotional activities); it being the sole responsibility of Host City Supporter to satisfy itself that that is the case and shall not: (x) relieve Host City Supporter from any duties to secure any necessary third party rights or its obligations pursuant to Applicable Laws and any applicable duties of care; or (y) affect the rights of any Indemnified Party pursuant to Section 9.2.
- 3.12 Without limitation to Sections 3.10 and 3.11 in exercising its rights and performing its obligations under this Agreement, Host City Supporter shall not cause Host Committee, FIFA, any LFS, any Host Member Association or any of their directors, officers, employees or agents to breach any Applicable Laws.
- 3.13 Host City Supporter shall not exercise any of the Host City Supporter Rights in any manner that:
 - 3.13.1 could give rise to confusion as to the FIFA competitions/tournaments or products, services, or brands in respect of which Host City Supporter has been granted any rights hereunder;
 - 3.13.2 promotes a third party or its products or services;
 - 3.13.3 FIFA reasonably believes is contrary to public morals or is considered by FIFA or Host Committee to be deceptive or misleading;
 - 3.13.4 compromises or reflects unfavorably upon the good name, goodwill, reputation, political or religious impartiality and image of Host Committee, FIFA, FIFA World Cup 2026, any LFS or any Host Member Association;

- 3.13.5 could jeopardize or limit FIFA's proprietary interests in the Licensed IP or other FIFA IPRs; or
- 3.13.6 is contrary to any FIFA regulations or guidelines applicable to FIFA World Cup 2026.
- 3.14 Host City Supporter acknowledges and agrees that if the exercise by Host City Supporter of any Host City Supporter Rights involves Host City Supporter Content, then:
 - 3.14.1 Host City Supporter shall be responsible for, and pay the cost of creating such Host City Supporter Content (except where expressly stated otherwise in this Agreement or otherwise expressly agreed between the parties in writing); and
 - 3.14.2 such Host City Supporter Content shall be subject to the approval of Host Committee and FIFA prior to any use.

For the purposes of this Agreement, the term "Host City Supporter Content" shall mean any content or Intellectual Property Rights of or relating to Host City Supporter, which is used by Host City Supporter or provided to FIFA or Host Committee in connection with this Agreement for the exercise or fulfilment of any of the Host City Supporter Rights.

- 3.15 Notwithstanding any other provision of this Agreement, Host City Supporter acknowledges and agrees that all of its rights with respect to the Host City Supporter Rights are subject to the terms and conditions of the Host City Rights Agreement; provided, however, the Host Committee and Host City Supporter acknowledge and agree that certain benefits and rights granted herein may (i) become unavailable, (ii) become impossible to provide or (iii) impose an economic burden on a Party materially greater than the burden the other party could reasonably have expected to impose on the party providing such benefits or rights as of the Supporter Commencement Date, due to change of Applicable Laws, changes in the Host City Rights Agreement or otherwise (each an "Unavailable Element"). As between Host Committee and Host City Supporter, the party obligated to provide such Unavailable Element shall satisfy its obligations under this Agreement with respect to the Unavailable Element by providing, in lieu of such Unavailable Element, a different "make good" benefit or right having substantially the same value as the Unavailable Element, as determined by agreement of the parties, provided that nothing herein shall obligate FIFA to provide any such "make good" benefit to Host City Supporter and/or Host Committee in order to satisfy its obligation to Host City Supporter.

4. Non-Exclusivity.

- 4.1 Notwithstanding any other provision of this Agreement or the Host City Rights Agreement, Host City Supporter acknowledges and accepts that all of the Host City Supporter Rights granted to Host City Supporter hereunder are non-exclusive and Host Committee, FIFA or their respective authorized nominees may grant to any third party any and all of the rights, privileges and benefits granted to Host City Supporter hereunder, including, without limitation, within the Territory and during the Term; and
- 4.2 In furtherance (and not limitation) of the foregoing Section 4.2, this Agreement shall not prohibit or otherwise limit FIFA in any way from granting any advertising, sponsorship, promotional or marketing rights in respect of FIFA World Cup 2026 to any third party at any time in respect of any country/territory (including the Territory) or during the Term.

5. Intellectual Property.

- 5.1 FIFA Intellectual Property.

- 5.1.1 Host City Supporter acknowledges that, as between Host City Supporter and FIFA, FIFA is the owner of the Licensed IP and that all rights and goodwill in and in relation to the Licensed IP will remain vested in FIFA both during and after the Term. Host City Supporter agrees not to challenge FIFA's ownership of the Licensed IP or oppose any of the trade mark, design or copyright applications filed by FIFA or its affiliates, nominees or licensees in respect of the Licensed IP. Host City Supporter will not take any action which would adversely affect FIFA's proprietary interests in the Licensed IP. Any and all goodwill in and in relation to the Licensed IP arising from the use by Host City Supporter of the Licensed IP will inure to the benefit of FIFA.
- 5.1.2 Host City Supporter acknowledges that it does not, by virtue of this Agreement, obtain, or become entitled to claim, any right, title or interest in or to the Licensed IP except the rights of use specifically granted under this Agreement. If Host City Supporter acquires, by operation of law or otherwise, any right, title or interest to any Licensed IP or goodwill in respect of the same and that acquisition is inconsistent with the ownership of Licensed IP set out in Section 5.1.1, Host City Supporter hereby assigns all right, title and interest in such Licensed IP to FIFA and shall execute such documents (including any assignments) and take all other steps as are reasonably required in order to give effect to the ownership of Licensed IP set out in Section 5.1.1. To the extent applicable, Host City Supporter waives any moral rights in and to the Licensed IP.
- 5.1.3 Except as expressly outlined in this Agreement, Host City Supporter shall not create, adopt, develop, use or register the Licensed IP or any other Intellectual Property Rights that are owned or used by FIFA or may be otherwise inferred by the public as identifying with or referring to FIFA, any FIFA competition, or any LFS.
- 5.2 Host City Supporter hereby grants each of Host Committee and FIFA a non-exclusive, worldwide, transferable right and license to use any Host City Supporter Content:
 - 5.2.1 to the extent reasonably required for: (i) FIFA or Host Committee to deliver to Host City Supporter the benefit of the rights and opportunities granted to Host City Supporter pursuant to this Agreement; (ii) Host Committee to perform its obligations under this Agreement and FIFA to perform its obligations under the Host City Rights Agreement, respectively; or (iii) inclusion (both during and after the Term) in presentations, annual reports or other corporate literature; and
 - 5.2.2 for any other purpose approved by Host City Supporter from time to time.

The provisions of Section 5.1 of this Agreement will be deemed to apply, on a reciprocal basis, to: (i) Host Committee's use and treatment of any Intellectual Property Rights of or relating to Host City Supporter in connection with the delivery of the rights and opportunities granted to Host City Supporter pursuant to this Agreement and (ii) Host City Supporter's use and treatment of any Intellectual Property Rights of or relating to Host Committee in connection with the exercise of any Host City Supporter Rights in accordance with this Agreement.
- 5.3 Notwithstanding Section 5.2, Host City Supporter acknowledges and accepts that as a result of the exercise of the Host City Supporter Rights by or on behalf of Host City Supporter, Host City Supporter Content may appear in perpetuity in visual, audio-visual or recorded materials relating to FIFA World Cup 2026, FIFA, Group Companies of FIFA or other FIFA events, tournaments, activities or competitions and that such materials may be used or exploited by any person in perpetuity for any purpose throughout the world.

- 5.4 If Host City Supporter is permitted by FIFA and/or Host Committee to use any third party's logo, symbol, design, (stylized) image, identification, name, likeness, trade mark or any other third party image rights or Intellectual Property Rights in connection with the exercise of the rights or opportunities granted under this Agreement or if any Host City Supporter Content used in connection with this Agreement features any third party image rights or Intellectual Property Rights, Host City Supporter will bear full responsibility for ensuring, at its own costs, that the use of all such image rights and third party Intellectual Property Rights is approved by each relevant third party holding proprietary rights. Any approval given by FIFA and/or Host Committee in relation to Host City Supporter's exercise of the rights or opportunities granted under this Agreement will relate solely to the rights granted by FIFA or Host Committee, as applicable, hereunder, and will not be construed as an approval of the use of any third party's image rights or Intellectual Property Rights.

6. Host City Supporter Fees. In consideration for the Host City Supporter Rights, Host City Supporter shall pay Host Committee the amounts set forth in Exhibit C (collectively, the "Host City Supporter Fee"). Each installment of the Host City Supporter Fee shall be due and payable in full on or prior to the date set forth next to such installment on Exhibit C.

7. Payments. All payments by Host City Supporter under this Agreement shall be made, without offset, deduction, withholding or counterclaim, by wire transfer of immediately available funds to Host Committee or FIFA, as applicable, pursuant to written instructions regarding the same given by Host Committee or FIFA, respectively. All payments shall be made in U.S. dollars without set-off, reduction or withholding of any kind and time shall be of the essence with respect to each payment. All payments due to Host Committee or FIFA under this Agreement shall be net of all applicable agency fees or commissions and all applicable taxes (other than income taxes of Host Committee or FIFA) to the extent Host City Supporter is not deemed tax exempt in respect of such payments, which shall be the responsibility of Host City Supporter. If Host Committee or FIFA is obligated to collect any taxes with respect to such payments or the value of any Host City Supporter Right, Host City Supporter shall increase the amounts of its payments to Host Committee or FIFA by the amount of such tax to the extent Host City Supporter is not deemed tax exempt in respect of such payments.

8. Termination; Consequences of Termination.

- 8.1 Host Committee may terminate this Agreement with immediate effect by written notice if Host City Supporter fails to pay, completely or in part, any amount payable to Host Committee pursuant to this Agreement by the relevant date for payment and does not remedy such failure within thirty (30) days after being called upon to do so by written notice.
- 8.2 FIFA or Host Committee may terminate this Agreement with immediate effect by written notice upon: (a) the filing of an application by Host City Supporter for, or a consent to, the appointment of a trustee of or receiver for all or any substantial part of Host City Supporter's assets, (b) the filing by Host City Supporter of a voluntary petition in bankruptcy or the seeking of relief under any bankruptcy, liquidation or insolvency code, as now constituted or hereafter amended, the commencement by Host City Supporter of any insolvency or liquidation proceeding under other law, or the filing of a pleading in any court of record admitting in writing Host City Supporter's inability to pay its debts as they come due, (c) the making by Host City Supporter of a general assignment for the benefit of creditors, or (d) the filing by Host City Supporter of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a bankruptcy petition filed against it in any bankruptcy proceeding or petition seeking relief under any bankruptcy, liquidation or insolvency code, as now constituted or as hereafter amended, or any similar application under other insolvency law.
- 8.3 Either FIFA or Host Committee may terminate this Agreement by written notice if Host City Supporter fails to comply with any of its material obligations under this Agreement (other than for any matter covered under Section 8.1 above) and does not remedy such failure within thirty (30) days after being called upon to do so by written notice; provided,

however, that such thirty (30) day period will be reduced to three (3) days if Host City Supporter is called upon to remedy such failure during the Competition Period.

- 8.4 Host City Supporter may terminate this Agreement by written notice if Host Committee fails to comply with any of its material obligations under this Agreement and does not remedy such failure within thirty (30) days after being called upon to do so by written notice.
- 8.5 This Agreement shall terminate automatically and with immediate effect upon any termination of the Host City Rights Agreement and, in the event of such termination under this Section 8.5 prior to the Competition Period, Host Committee will refund to Host City Supporter the portion of the Host City Supporter Fees paid to Host Committee by Host City Supporter as of the date of such termination, and Host City Supporter will have no obligation to pay, with respect to the Host City Supporter Fees, any further amounts hereunder, provided that nothing hereunder shall require FIFA to make any refunds to any party.
- 8.6 Upon any expiration or earlier termination of this Agreement:
 - 8.6.1 all rights, opportunities and protections granted by Host Committee under this Agreement will automatically terminate and revert to Host Committee and may be granted by Host Committee in favor of others, or be exploited by Host Committee directly, in each case pursuant to and in accordance with the terms of the Host City Rights Agreement;
 - 8.6.2 Host City Supporter shall not use, continue to use or purport to exercise any of the Host City Supporter Rights nor any other rights or opportunities extended to Host City Supporter pursuant to this Agreement (and, for the avoidance of doubt, shall not use any Licensed IP) and shall return to Host Committee any tickets or hospitality passes for Matches or other activities taking place after the date of expiration or earlier termination of this Agreement which have been provided to Host City Supporter pursuant to this Agreement (if any); and
 - 8.6.3 in respect of any materials or content (including any promotional, marketing or advertising materials or content, whether physical, digital or otherwise) which bear any Licensed IP and are in the possession or control of Host City Supporter (including, without limitation, any Host City Supporter Premium), Host City Supporter shall within seven (7) days of such termination or expiration (or such other period as the parties may agree (each party acting reasonably) in writing (which may be by email)):
 - (i) delete, remove or destroy the same (or procure the deletion, removal or destruction of the same) and, if requested by FIFA, provide FIFA with a certificate (in a form acceptable to FIFA) which evidences such deletion, removal or destruction and is signed by an authorized officer of Host City Supporter or by an independent third party as FIFA may require; or
 - (ii) if required by FIFA, deliver (or procure the delivery of) such materials or content in whole or part (as specified by FIFA) at no additional charge to FIFA to such location(s) required by FIFA.

Notwithstanding the foregoing or anything to the contrary contained herein, Host City Supporter may retain the foregoing materials or content for archival purposes (i.e., non-public facing) in compliance with applicable governmental document retention policies, in which event same shall be held in accordance with the confidentiality provisions of this Agreement until such retention period has expired at which time Host City Supporter will delete, remove or destroy the same (or procure the deletion, removal or destruction of the

same) and, if requested by FIFA, provide FIFA with a certificate (in a form acceptable to FIFA) which evidences such deletion, removal or destruction and is signed by an authorized officer of Host City Supporter or by an independent third party as FIFA may require. For the avoidance of doubt, in the event of early termination of this Agreement, neither FIFA nor Host Committee shall be required to compensate or reimburse Host City Supporter in respect of such reversion of rights, except in respect of Host Committee's obligations in the event of early termination under Section 8.5.

- 8.7 Upon any termination or expiration of this Agreement, Host City Supporter shall pay Host Committee or FIFA, as applicable, within ten (10) days after such expiration or termination, all amounts then due and owing (whether in cash or in kind) through the date of termination and, if the reason for the termination is an event under Sections 8.1 to 8.3, all amounts that would have been payable under this Agreement had it remained in effect until October 2, 2026.
- 8.8 Termination shall be without prejudice to any existing rights or claims that the terminating party may have against the other party and shall not relieve such other party from fulfilling any obligations accrued prior to such termination.
- 8.9 Expiration or termination of this Agreement shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such expiration or termination. Without prejudice to the foregoing, the provisions of the following Sections shall (in each case) survive expiration or earlier termination of this Agreement: Section 2 (Term); Section 3 (Exercise of Host City Supporter Rights), Section 4 (Non-Exclusivity), Section 5 (Intellectual Property), Section 8 (Termination; Consequences of Termination), Section 9.2 (Indemnification), Section 10 (Limitation of Liability), Section 11 (Force Majeure), Section 12 (Insurance), Section 13 (Confidentiality and Announcements) and Section 14 (Miscellaneous).

9. Representations, Warranties and Indemnities.

9.1 Host City Supporter represents, warrants and undertakes as follows:

- 9.1.1 the individual(s) executing this Agreement on behalf of Host City Supporter has/have all requisite authority to act on behalf of Host City Supporter and to make this Agreement the valid and binding obligation of Host City Supporter and that the conclusion of this Agreement has been authorized by all necessary actions by the requisite governing bodies of Host City Supporter and does not contravene the organizational documents of Host City Supporter;
- 9.1.2 Host City Supporter owns and controls (or has otherwise been validly licensed) all of Host City Supporter's Host City Supporter Content that FIFA and/or Host Committee is authorized to use under or in connection with this Agreement throughout the world; and
- 9.1.3 that Host City Supporter is, and will remain for the duration of the Term, adequately capitalized to perform its obligations and pay its liabilities under this Agreement.

9.2 Indemnification.

- 9.2.1 To the maximum extent allowed by applicable law, Host City Supporter shall, irrespective of any fault, indemnify, defend and hold FIFA, FIFA's Group Companies, each LFS that participates in FIFA World Cup 2026, each Host Member Association, the Harris County-Houston Sports Authority and Host Committee, together with their respective officers, directors, managers,

employees, representatives and agents (collectively, the “Indemnified Parties”) harmless, on demand, from and against any and all damages, liabilities, losses, costs, reasonably incurred legal fees, fines or penalties incurred by or awarded against any FIFA Indemnified Party; in each case, of whatsoever nature or kind, whether or not the same arises during or after the Term that arise from, relate to or are otherwise in connection with: (A) any breach of this Agreement by Host City Supporter, (B) any act or omission by Host City Supporter, (C) any Host City Supporter Brand, any products or services sold by Host City Supporter or promoted via the exercise of the Host City Supporter Rights, any Host City Supporter Premium or any related packaging (including their respective design, production, marketing, sale, consumption or use), (D) any Host City Supporter Content used in connection with this Agreement, (E) the exercise of any of the Host City Supporter Rights by Host City Supporter (including the exercise of any of the Host City Supporter Rights in any manner not permitted pursuant to this Agreement) or (F) the termination of this Agreement by FIFA or Host Committee for any of the reasons set forth in Sections 8.1 to 8.3 (each a “Claim”), including (for the avoidance of doubt) any unfair or fraudulent advertising charges, breach of warranty or warranty claims, product liability claims or any action for misleading or deceptive conduct or liability in tort.

9.2.2 Each of FIFA and Host Committee shall have the right to employ its own counsel and assume its own defense in connection with any Claim, but the reasonable fees and expenses of such counsel and defense shall be borne by the Host City Supporter and shall be paid on demand to the maximum extent allowed by applicable law; provided, however, that with respect to any Claim brought by a third party (a “Third Party Claim”), FIFA and Host Committee, as applicable, shall: (i) keep Host City Supporter adequately informed of FIFA and Host Committee’s defense against such Third Party Claim; (ii) make reasonable efforts in order to mitigate any relevant damages, liabilities, losses, costs, legal fees, fines or penalties with respect to such Third Party Claim; and (iii) consult in good faith with Host City Supporter prior to entering into any settlement or compromise of such Third Party Claim.

9.2.3 The provisions of this Section 9.2 shall survive any expiration or termination of this Agreement.

10. Limitation of Liability.

10.1 The Host City Supporter, on its own behalf and on behalf of its affiliates, hereby agrees that neither FIFA, its subsidiaries, affiliates, successors or assigns, nor any of their respective past, present or future, direct or indirect, directors, officers, trustees, employees, agents, owners, partners, members, managers, shareholders or governors shall have any liability to Host City Supporter under or in connection with this Agreement.

10.2 Subject to Section 10.4 below, neither party shall be liable in contract, tort (including negligence) or otherwise for: (i) any indirect or consequential loss arising under or in connection with this Agreement or (ii) any loss of business opportunity, revenue or profits arising under or in connection with this Agreement (whether arising directly or indirectly); provided, however, that the limitations of liability stipulated in this Section 10.2 shall not apply with respect to any act or omission of either party that constitutes fraud or gross negligence, as finally determined by arbitration in accordance with Section 14.19.

10.3 Subject to Section 10.4 below, the parties agree that the total aggregate liability of Host Committee to Host City Supporter under or in connection with this Agreement (whether arising from breach of contract, negligence or otherwise) shall not exceed Two Million Five Hundred Thousand and No/100 United States Dollars (USD\$2,500,000.00).

- 10.4 The limitations of liability stipulated in Sections 10.2 and 10.3 above shall not apply:
- 10.4.1 to the extent that such limitation or exclusion is not permitted by Applicable Law;
- 10.4.2 to any liability of Host City Supporter in connection with its obligations under Section 7 (Payments), Section 8.7 (Payments on Termination) and Section 9.2 (Indemnification) or any indemnity contained in any ancillary agreements or other documents entered into between Host City Supporter, on the one hand, and FIFA or Host Committee, on the other hand, in connection with the exercise of any of the Host City Supporter Rights; or
- 10.4.3 to any liability of: (i) Host City Supporter related to a breach of Section 5 (Intellectual Property) by Host City Supporter with respect to Licensed IP, (ii) Host City Supporter regarding any breach of Section 13 (Confidentiality and Announcements); or (iii) either party regarding any breach of any Applicable Laws relating to the protection of personal data.

For the avoidance of doubt, any claim by Host Committee with respect to the non- payment by Host City Supporter of any fee or payment which has become due under this Agreement shall be excluded in calculating Host City Supporter's total aggregate liability to Host Committee under this Agreement. Host City Supporter shall be fully liable for any such fee or payment and no limitations or restrictions on liability shall apply.

- 10.5 Without prejudice to the generality of Section 8.9, the provisions of this Section 10 shall continue without limit in time after the termination or expiration of this Agreement.

11. Force Majeure.

In the event that either party's performance of any of its obligations under this Agreement other than any payment or indemnification obligations (as to any such indemnification obligations only, to the maximum extent allowed by applicable law) are delayed or otherwise prevented owing to any reason beyond the reasonable control of that party, then that party shall not be in default under this Agreement with respect to the delayed or prevented performance of its obligation.

12. Insurance.

- 12.1 Host City Supporter shall obtain insurance satisfying the requirements set forth on Exhibit D hereto.

13. Confidentiality and Announcements.

Confidentiality.

- 13.1 Subject to the terms of Section 13.2 below in regard to the Texas Public Information Act, Host City Supporter undertakes to Host Committee that:

13.1.1 it shall treat as confidential:

- (i) the contents (including the financial details) of this Agreement;
- (ii) the negotiations relating to this Agreement;
- (iii) any agreements or documents executed by the parties in connection with this Agreement; and
- (iv) all information relating in any manner to the business or affairs of FIFA or Host Committee which may be communicated to Host City Supporter

or which is otherwise obtained by Host City Supporter, in each case, under or in connection with this Agreement; and

13.1.2 it shall not use, or disclose to any person, any of the information referred to in Section 13.1, except to the extent that:

- (i) use or disclosure of such information: (1) is required to implement this Agreement; (2) is necessary to enable or facilitate the enforcement of this Agreement; (3) is required by Applicable Laws or a valid court order; or (4) is expressly agreed to by FIFA and Host Committee in writing;
- (ii) the contents are, or the information is, in the public domain (other than by reason of a breach of this Section 13.1);
- (iii) disclosure is made to Host City Supporter's professional advisers or auditors who have a legitimate need to know such contents or information and who agree to be bound by the provisions no less onerous than those of this Section 13.1; or
- (iv) the contents were demonstrably already known to the recipient prior to disclosure by the holder and without breach of a confidentiality obligation.

13.2 Host Committee acknowledges that Host City Supporter is subject to Tex. Gov't Code Ann. § 552.001 et seq. (along with any equivalent or successor statute, the "Public Information Act"). Host City Supporter covenants and agrees to use reasonable efforts to ensure that confidential and proprietary information and materials of Host Committee and FIFA, and any other information or materials provided to Host City Supporter in connection with this Agreement that could reasonably be expected to be confidential, proprietary or otherwise not appropriate for public release, are handled in a manner that minimizes the likelihood that any applicable open records/public access laws may be used to require the release of such information and materials. If any person requests the Host City Supporter disclose any information or materials provided to Host City Supporter in connection with this Agreement that could reasonably be exempted from disclosure under the Public Information Act, as soon as reasonably practicable (it being acknowledged that, as part of undertaking steps to implement this timely notice, Host City Supporter will inform its applicable employees of the need to share requests pertaining to this Agreement with FIFA and Host Committee), Host City Supporter shall notify FIFA and Host Committee of such request in writing, in which case FIFA and/or Host Committee shall promptly and timely notify Host City Supporter if any of the requested materials may be exempted from disclosure under the Public Information Act. Host City Supporter shall cooperate with FIFA and/or Host Committee in opposing disclosures or redacting information and materials to the extent permitted by Applicable Laws. Notwithstanding the notification provided above, Host City Supporter shall file an open records decision request (the "Opinion Request") within ten (10) business days after the initial receipt of the request for the information by Host City Supporter, or as otherwise required by law, proposing such relevant redactions or exemptions. After the Opinion Request is so filed, each party shall cooperate with the other party in preparing appropriate responses and/or filings to the Texas Attorney General and to any other person with respect to the information request and Opinion Request, to reasonably attempt to lawfully prevent the disclosure of such information. Each party shall also cooperate with the other party and use commercially reasonable efforts to promptly identify any possible third party (other than FIFA or Host Committee) whose privacy or property interests may be compromised by any such information request in order to enable Host City Supporter to timely furnish to any such third party any statutory notice required by the Public Information Act and to seek any applicable exemptions from disclosure under the Public Information Act.

Announcements.

- 13.3 Host City Supporter shall not make any announcement or press release in connection with this Agreement at any time without the approval of FIFA and Host Committee.
- 13.4 Without limitation to the obligations under Sections 13.1 and 13.2, Host City Supporter, its affiliates and their respective officers, directors, employees and representatives shall not, in their official capacity, disparage or bring into disrepute the good name, reputation or image of Host Committee, FIFA World Cup 2026 or FIFA. Host City Supporter, its affiliates and each of their respective employees, officers, directors and other representatives, shall avoid activities in their official capacity which, in the determination of FIFA: (a) involve, or could reasonably appear to involve, unethical conduct; (b) might cause embarrassment to FIFA; (c) could compromise the integrity and quality of decision-making necessary to FIFA's effective governance; or (d) could jeopardize FIFA's reputation. Notwithstanding the foregoing, Host City Supporter shall use all reasonable efforts to educate its officers, directors, and employees on the importance of FIFA World Cup 2026 and encourage such individuals from disparaging or bring into disrepute the good name, reputation or image of Host Committee, FIFA World Cup 2026 or FIFA regardless of the capacity in which any such individual may make public statements.

14. Miscellaneous.

Third Party Rights.

- 14.1 FIFA is an express third party beneficiary of the entirety of this Agreement and FIFA may enforce, as if it were a direct party, any of the obligations of Host City Supporter as set forth in this Agreement.
- 14.2 Each of the Indemnified Parties is an express third party beneficiary of Section 9.2.1 hereof and each Indemnified Party may enforce, as if it were a direct party, any of the obligations of Host City Supporter as set forth in Section 9.2.1.
- 14.3 Subject to Sections 14.1 and 14.2 hereof, nothing in this Agreement is intended or shall be construed to give any person or entity not a party to this Agreement, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Notices.

- 14.4 All notices to be given under this Agreement shall be in writing and sent by certified mail, overnight delivery service, or courier to the relevant address(es) set out below and marked for the attention of the addressee(s) set out below (or to such other address(es) or addressee(s) as the party concerned shall from time to time designate by notice pursuant hereto):

If to Host Committee:	If to Host City Supporter:
Houston 2026 World Cup Host Committee 1001 Avenida de las Americas, Suite 201 Houston, Texas 77010 Attn: Mr. Chris Canetti with a copy to be sent to: Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, Texas 77002 Attn: Mark Arnold, Esq.	At the address set forth on the signature page to this Agreement

- 14.5 Any such notice shall be deemed given:
- 14.5.1 at the time when a representative of the recipient party signs to confirm receipt of the relevant delivery by certified mail, overnight delivery service, or courier (as the case may be); or
 - 14.5.2 if returned to sender marked 'unknown', 'gone away' or similar, on return of the notice to the sender (provided that the notice has been sent to the correct address).

Assignment.

- 14.6 Host City Supporter may not and shall not:
- 14.6.1 assign or otherwise transfer any of its rights under this Agreement or delegate or otherwise transfer any of its obligations under this Agreement or otherwise dispose of (including by way of trust or security interest) any of its rights, opportunities or other interests hereunder without the prior written consent of each of Host Committee and FIFA (such consent to be in the applicable party's sole discretion); or
 - 14.6.2 further sublicense any of the rights and opportunities granted to Host City Supporter under this Agreement to any person or entity.
- 14.7 Notwithstanding Section 14.6.2, Host City Supporter may appoint one or more third parties as its services providers or agents for the sole purposes of facilitating and assisting Host City Supporter in the implementation of its rights and the performance of its obligations under this Agreement. Such third party shall at all times act on behalf of Host City Supporter and Host City Supporter shall, despite such sublicensing, be and remain fully responsible and liable to the Host Committee and FIFA for the performance of all its obligations under this Agreement and shall be fully responsible and liable to Host Committee and FIFA for the acts and omissions of such third party in relation to this Agreement. For the avoidance of doubt, Host City Supporter shall ensure that such party does not associate with, or in any way promote its role with regard to the Host Committee, FIFA and/or the FIFA World Cup 2026.

Relationship of the Parties.

- 14.8 This Agreement does not constitute either party the agent of the other or create a partnership, agency, joint venture or similar relationship between the parties, and neither party has the power to obligate or bind the other party in any manner whatsoever. The parties are in all respects independent contractors and have separate financial interests under this Agreement.

No Waiver.

- 14.9 Any waiver or forbearance by either party or FIFA of a right or remedy arising out of this Agreement or any breach of this Agreement will not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of this Agreement, shall not constitute a continuing waiver and shall not affect the other terms of this Agreement. Any waiver must be provided in writing. Failure by either party or FIFA to insist upon strict adherence to any provision of this Agreement on one or more occasions will not be considered to be a waiver of, or deprive such party (or FIFA) of the right to subsequently insist upon strict adherence to, that provision or any other provision of this Agreement.

Severability.

- 14.10 If any of the terms, conditions or provisions of this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent under the law of any jurisdiction, such term(s), condition(s) or provision(s) shall, to that extent, be severed from the remaining terms, conditions or provisions which shall continue to be valid to the fullest extent permitted by Applicable Laws. With respect to the invalid term(s), condition(s) or provision(s), the parties shall use all reasonable efforts to agree on an amendment to the same to make it valid and legal reflecting as much as possible the parties' original intent.

Entire Agreement.

- 14.11 Each party acknowledges and agrees that:
- 14.11.1 this Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, undertakings, representations (oral or written), understandings, negotiations, proposals, warranties, arrangements or agreements of any nature whatsoever (whether or not in writing) relating thereto;
 - 14.11.2 in entering into this Agreement, it does not rely on, and waives all rights or remedies that might otherwise be available to it but for this Section 14.11.2 in respect of, any statement, representation, warranty or understanding (in each case whether expressed or implied or whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement;
 - 14.11.3 except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement;
 - 14.11.4 nothing in this Section 14.11 limits or excludes any liability for fraud; and
 - 14.11.5 any amendment to this Agreement must be in writing, expressed to amend this Agreement, signed by authorized representatives of each party and approved by FIFA.

Further Assurance.

- 14.12 Each party shall (and shall use its reasonable endeavors to ensure that any necessary third party acting on its behalf or in its place) execute such further documents and do all such acts as are necessary to give full effect to this Agreement.

Costs and Expenses.

- 14.13 Each party shall pay its own costs relating to the negotiation, preparation and execution of this Agreement.

Language.

- 14.14 The language of this Agreement and the transactions envisaged by it is English and all notices, demands, requests, statements, certificates or other documents or communications must be in English unless otherwise agreed in writing. If this Agreement or any other related documents are translated into another language, the English version shall prevail.
- 14.15 If requested by FIFA or Host Committee, Host City Supporter shall provide FIFA and/or Host Committee with English translations of: (i) all materials submitted to FIFA and/or Host Committee for approval pursuant to this Agreement if such materials are not already

in English; (ii) any reports required to be submitted by Host City Supporter pursuant to this Agreement; and (iii) any other materials necessary for Host Committee to deliver any Host City Supporter Right and, in each case of subclauses (i)-(iii) above, Host City Supporter acknowledges and accepts that Host Committee's obligation to deliver the relevant Host City Supporter Rights shall be conditional on the supply of such materials in English.

Definitions and Interpretation.

- 14.16 This Agreement shall be interpreted in accordance with the provisions of Exhibit E and the capitalized terms used in this Agreement shall have the meanings given to them in Exhibit E or as defined elsewhere in this Agreement.

Counterparts.

- 14.17 This Agreement may be executed in one or more counterparts which taken together shall constitute one and the same agreement. Each party (including any duly authorized representative of a party) may enter into this Agreement by executing such a counterpart. For the avoidance of doubt, signature via DocuSign (or any equivalent validly recognized by New York law) or electronic copies of signatures shall be valid and binding to the same extent as the original signatures.

Governing Law; Dispute Resolution.

- 14.18 This Agreement and any dispute arising under or in connection with this Agreement is to be governed by, and interpreted in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely in the State of New York.
- 14.19 Subject to Section 14.20 below, all disputes in connection with this Agreement, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by confidential binding arbitration before a single arbitrator in accordance with the AAA's Commercial Arbitration Rules, as amended from time to time (the "AAA Commercial Rules"). A party that files for arbitration in accordance with this Section 14.19 shall provide to the other party written notice thereof within five (5) Business Days of such filing. The arbitrator shall be selected in accordance with the rules and procedures for arbitrator selection contained in the AAA Commercial Rules. The parties agree that the location for any such arbitration shall be in New York, New York and that the arbitrator shall be from the New York metropolitan area unless otherwise agreed to by the parties. Judgment upon the award rendered by the arbitrator shall be final and binding upon the parties and may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and any other reasonable out-of-pocket costs and expenses attributable to such arbitration, including, without limitation, the arbitrator's fees and expenses, in addition to any other relief to which such prevailing party is entitled.
- 14.20 Notwithstanding Section 14.19, in the event of any breach or alleged breach of Sections 3.5 to 3.8, Section 5 or any other provision hereunder by Host City Supporter with respect to Licensed IP, FIFA shall be entitled to equitable relief, including injunction and specific performance, in the courts of any jurisdiction having subject matter jurisdiction under Applicable Law. Host City Supporter shall not oppose the granting of such relief and hereby waives any objection to the jurisdiction of the applicable courts on the grounds of venue or forum non conveniens or the absence of in personam jurisdiction and any similar grounds.

FIFA Approval.

- 14.21 Any consent, approval, determination, authorization or agreement that may be issued by FIFA pursuant to this Agreement: (a) shall be made in FIFA's sole and absolute discretion unless expressly provided otherwise, (b) shall not be effective unless expressly set forth in writing (which may be given by email or via any other means informed to Host Committee or Host City Supporter, as applicable, by FIFA from time to time) prior to the taking of the applicable action or omission and (c) shall be made by Host Committee (subject to the requirements and limitations of subclauses (a) and (b) above), in each case unless expressly provided otherwise by FIFA; provided, however, that any approval, determination, authorization or agreement with respect to or involving the use of Licensed IP in any manner (in the sole judgment of FIFA) (including, without limitation, pursuant to Sections 3.5 and 3.6 or Paragraphs 1 and 4 of Exhibit A) shall continue to be made by FIFA (or any LFS or other designee authorized in writing by FIFA to make such approvals) in accordance with subclause (a) above.
- 14.22 Executed copies of this Agreement and any amendments made thereto shall be provided to FIFA promptly following execution by the parties.

15. Statutory Requirements.

- 15.1 Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require approval by Host City Supporter's City Council approval, such as contracts that exceed \$100,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

- 15.1.1 Host City Supporter may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to Host City Supporter;
- 15.1.2 A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:
- (i) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
 - (ii) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Host Committee and submitted to Host City Supporter at the time of execution of this Agreement, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/filinginfo/1295>. The Certificate of Interested Persons form is available on the Commission's website and the Host Committee must follow the Commission's filing process adopted pursuant to the statute.

For the avoidance of doubt, nothing in this Section 15.1 shall apply in respect to any parties not directly entering into this Agreement, including, without limitation, FIFA, FIFA's Group Companies, each LFS that participates in FIFA World Cup 2026, or any Host Member Association.

15.2 Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2271.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for goods and services that:

15.2.1 are between the Host City Supporter and a company with ten (10) or more full time employees; and

15.2.2 have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the Host City Supporter.

Under the provisions of this statute, if the above conditions apply the Host City Supporter may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

15.2.3 does not boycott Israel; and

15.2.4 will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the Host City Supporter has approved a verification form which must be filled out and signed by the Host Committee and submitted to the Host City Supporter at the time of execution of this Agreement.

For the avoidance of doubt, nothing in this Section 15.2 shall apply in respect to any parties not directly entering into this Agreement, including, without limitation, FIFA, FIFA's Group Companies, each LFS that participates in FIFA World Cup 2026, or any Host Member Association.

15.3 Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Certain contracts for goods and services are subject to the requirements of Section 2276.002, Tex. Gov't Code (S.B. 13). Specifically, contracts for goods and services that:

15.3.1 are between the Host City Supporter City and a company with ten (10) or more full-time employees; and

15.3.2 have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the Host City Supporter.

Under the provisions of this statute, if the above conditions apply the Host City Supporter may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

15.3.3 does not boycott energy companies; and

15.3.4 will not boycott energy companies during the term of the contract.

If this is a contract to which the verification requirement applies, the Host City Supporter has approved a verification form which must be filled out and signed by the Host Committee and submitted to the Host City Supporter at the time of execution of this Agreement.

For the avoidance of doubt, nothing in this Section 15.3 shall apply in respect to any parties not directly entering into this Agreement, including, without limitation, FIFA, FIFA's

Group Companies, each LFS that participates in FIFA World Cup 2026, or any Host Member Association.

- 15.4 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 19). Specifically, contracts for goods and services that:

- 15.4.1 are between the Host City Supporter and a company with ten (10) or more full time employees; and
- 15.4.2 have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the Host City Supporter may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- 15.4.3 does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- 15.4.4 will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If this is a contract to which the verification requirement applies, the Host City Supporter has approved a verification form which must be filled out and signed by the Host Committee and submitted to the Host City Supporter at the time of execution of this Agreement.

This verification requirement does not apply if this Agreement is with a sole-source provider or, if this a contract subject to competitive bidding, the Host City Supporter did not receive any bids from a company that is able to provide the written verification required.

For the avoidance of doubt, nothing in this Section 15.4 shall apply in respect to any parties not directly entering into this Agreement, including, without limitation, FIFA, FIFA's Group Companies, each LFS that participates in FIFA World Cup 2026, or any Host Member Association.

- 15.5 Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- 15.5.1 would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

- 15.5.2 where the City knows that the company is:

- (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
 - (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or

(b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(ii) (headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Agreement, Host Committee represents and acknowledges that it is not a foreign-owned company under Section 2275.0102 and that this is not a contract prohibited by Section 2275.0102, Tex. Gov't Code (S.B. 2116).

For the avoidance of doubt, nothing in this Section 15.5 shall apply in respect to any parties not directly entering into this Agreement, including, without limitation, FIFA, FIFA's Group Companies, each LFS that participates in FIFA World Cup 2026, or any Host Member Association.

- 15.6 Preservation and Provision of Contracting Information. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Host Committee agrees that the Agreement can be terminated if the Host Committee knowingly or intentionally fails to comply with a requirement of that subchapter. That subchapter applies to contracts for the purchase of goods and services by the Host City Supporter where: (1) the Agreement amount is \$1,000,000.00 or greater; and/or (2) will result in the expenditure of at least \$1,000,000.00 by the City in a fiscal year.

For the duration of the Agreement, and in accordance with records retention requirements governed by Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7, and any other applicable statute, ordinance, or policy, Host Committee will preserve all contracting information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement. If any person requests the Host City Supporter disclose any contracting information in connection with this Agreement that could reasonably be exempted from disclosure under the Public Information Act, as soon as reasonably practicable (it being acknowledged that, as part of undertaking steps to implement this timely notice, Host City Supporter will inform its applicable employees of the need to share requests pertaining to this Agreement with FIFA and Host Committee), Host City Supporter shall notify FIFA and Host Committee of such request in writing and the disclosure of the same by Host City Supporter shall be subject to Section 13.2. Upon the expiration or termination of this Agreement, Host Committee will preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the Host Supporter City.

IN WITNESS WHEREOF, the parties have executed this Host City Supporter Agreement as of the date set forth hereinabove.

THE CITY OF SUGAR LAND

SPORTS AUTHORITY FOUNDATION, a Texas
nonprofit corporation

By: _____
Name:
Title:

By:  _____
Name: **Ryan M. Walsh**
Title: **Chief Executive Officer**

Host City Supporter's address for notice purposes:

2700 Town Center Blvd. N.
Sugar Land, TX 77479

[Attn: _____]
Email: _____]

EXHIBIT A

HOST CITY SUPPORTER RIGHTS

1. Licensed IP

Host City Supporter Composite Logo.

- 1.1 Host Committee sublicenses to Host City Supporter the non-exclusive right to use the Host City Supporter Composite Logo for the purposes of promoting the sponsorship relationship between Host City Supporter Brands, on the one hand, and Host Committee and the Host City, on the other hand, subject to FIFA's and Host Committee's approval with respect to each exercise of the Host City Supporter Composite Logo in conjunction with a Host City Supporter Brand. The design and content of the Host City Supporter Composite Logo shall be determined by FIFA.

Designations.

- 1.2 Host Committee sublicenses to Host City Supporter the right to use the following designations with respect to FIFA World Cup 2026:
- (a) "Official 'Houston World Cup 2026' Host City Supporter";
 - (b) "Official Supporter of 'Houston World Cup 2026 Host City'"; and
 - (c) any other designation(s) approved by FIFA from time to time.
- 1.3 The use by Host City Supporter of any variations, forms or combinations of any of the designations above shall be subject to FIFA's and Host Committee's approval.

2. Tickets

- 2.1 Host Committee sublicenses to Host City Supporters the right to:

- (a) receive the following complimentary VIP Tickets:

Match	If Match held in Host City	If Match held Outside Host City
Opening Match	4	-
Group Phase	4	-
Round of 32	4	-
Round of 16	4	-
Quarter Final	4	-
Semi-Final	4	-
3rd/4th Place Playoff	4	-
Final	4	-

Such VIP Tickets will be provided directly by FIFA or its nominee to the Host City Supporter pursuant to a Ticket allocation agreement/undertaking in a form provided by FIFA.

- (b) receive 32 additional complimentary Match tickets purchased by Host Committee (the "Additional Tickets") for each Match to be held in Host City. Such Additional Tickets shall be purchased by Host Committee directly from FIFA or its nominee (subject to availability) pursuant to the applicable terms of purchase and use established by FIFA or the relevant LFS.
- 2.2 Host City Supporter acknowledges and accepts that:

- (a) all Tickets must be purchased (if applicable) and used by Host City Supporter in accordance with all applicable ticket rules, guidelines, terms and conditions determined by FIFA or the relevant LFS;
- (b) Tickets may not be used for promotional purposes (including, without limitation, in contests, sweepstakes, as giveaways or in any similar promotions) or used as part of Ticket-inclusive hospitality, travel or tour operator packages or by ticket distributors or resellers unless approved by FIFA;
- (c) Host City Supporter may only allocate Tickets to bona-fide, privately invited guests of Host City Supporter with a demonstrable pre-existing relationship to the Host City Supporter;
- (d) Host City Supporter agrees not to allocate or distribute Tickets to or through any third party (including marketing agents, travel agents, ticket brokers, tour operators or hospitality companies);
- (e) in addition to any remedies which may be available to FIFA at law, if FIFA determines that Host City Supporter (or any person to which Host City Supporter provides tickets) has failed to comply with any applicable ticket terms and conditions for any FIFA competition or event, FIFA reserves the right to cancel any Tickets already issued or purchased and/or withhold Host City Supporter's Ticket allocation for FIFA World Cup 2026 (or any other FIFA competition or event) until it is satisfied that Host City Supporter has implemented sufficient measures to ensure that no further non-compliance with the ticket terms and conditions will occur; and
- (f) Host City Supporter acknowledges that FIFA shall own exclusively, and on a worldwide basis, all rights relating to Match tickets and credentials.

3. Hospitality Passes & Hospitality Village Brand Recognition

- 3.1 Host Committee sublicenses to Host City Supporter eight (8) non-transferable Host Committee Hospitality Passes for each Match staged in the Host City for which a Host Committee Enclosed Hospitality Area is established.
- 3.2 Host Committee sublicenses to Host City Supporter an equitable share (based on the value of the Host City Supporter Fees) of any recognition opportunities made available to all host city supporters of Host Committee within the Host Committee Enclosed Hospitality Area.
- 3.3 In respect of the rights granted under Paragraphs 3.1 and 3.2 of this Exhibit A, Host City Supporter acknowledges and accepts that:
 - (a) such sublicensed rights are subject to the establishment of a FIFA Hospitality Village and a Host Committee Enclosed Hospitality Area within such FIFA Hospitality Village. As between Host City Supporter and the Host Committee, the establishment of any Host Committee Enclosed Hospitality Area shall be at Host Committee's discretion;
 - (b) such Host Committee Hospitality Passes must only be used by duly authorized guests or representatives of Host City Supporter;
 - (c) Host Committee Hospitality Passes must not be used for promotional purposes unless approved by FIFA;
 - (d) any persons wishing to utilize a Host Committee Hospitality Pass must also have a ticket for the relevant Match, which must be sourced by Host City Supporter from its Ticket allocation set out in Paragraph 2 of this Exhibit A. A Host Committee Hospitality Pass itself will not provide access to attend a Match;
 - (e) Host City Supporter's use of such Host Committee Hospitality Passes shall be subject to any guidelines, rules, terms and conditions developed by FIFA or the relevant LFS for FIFA World Cup 2026;

- (f) the scale and scope of the brand recognition by Host City Supporter at the Host Committee Enclosed Hospitality Area shall be determined by Host Committee and FIFA; and
 - (g) any such brand recognition shall be subject to any guidelines, rules, terms and conditions with respect to such branding and/or display as developed by FIFA or the relevant LFS for FIFA World Cup 2026.
- 3.4 Subject to availability, Host Committee shall provide Host City Supporter with a reasonable number of parking passes at or near the Stadium for use by holders of the Host Committee Hospitality Passes, subject to any guidelines, rules, terms and conditions developed by FIFA or the relevant LFS for FIFA World Cup 2026 in connection with the use of such parking passes.

4. Host City Supporter Premiums

- 4.1 Host Committee sublicenses to Host City Supporter the right to: (i) purchase Host City Supporter Premiums; and (ii) distribute Host City Supporter Premiums in the Territory during the Rights Period.
- 4.2 In respect of the rights granted under Paragraph 4.1 of this Exhibit A, Host City Supporter acknowledges and accepts that:
- (a) when purchasing or distributing any Host City Supporter Premiums, Host City Supporter shall comply with any guidelines, rules, terms and conditions with respect to the design, production, final appearance, distribution or any other aspect of such Host City Supporter Premiums developed by FIFA;
 - (b) for the avoidance of doubt, Host City Supporter shall only purchase and distribute Host City Supporter Premiums for the purposes of promoting the sponsorship relationship between Host City Supporter Brands, on the one hand, and Host Committee and the Host City, on the other hand;
 - (c) no Host City Supporter Premiums shall be sold, distributed, offered for sale or otherwise made available outside of the Territory; and
 - (d) without limitation of Section 3.5 of the Agreement, FIFA shall have the right to approve the purchase and distribution of Host City Supporter Premiums.

5. FIFA Fan Festivals

- 5.1 Host Committee sublicenses to Host City Supporter an equitable share (based on the value of the Host City Supporter Fees) of any activation opportunities made available to all host city supporters of Host Committee at the FIFA Fan Festival(s) to be staged in Host City.
- 5.2 In respect of the rights granted under Paragraph 5.1 of this Exhibit A, Host City Supporter acknowledges and accepts that:
- (a) the scale and scope of the final activation(s) by Host City Supporter at FIFA Fan Festival(s) shall be subject to approval by Host Committee and FIFA;
 - (b) any such activations shall be subject to any guidelines, rules, terms and conditions with respect to such activations developed by FIFA or the relevant LFS for FIFA World Cup 2026; and
 - (c) the number, manner, location and form of any FIFA Fan Festival(s) staged in respect of FIFA World Cup 2026 shall be determined by FIFA.

6. Host City Events

- 6.1 Host Committee sublicenses to Host City Supporter an equitable share (based on the value of the Host City Supporter Fees) of any the following activation opportunities made available to all host city supporters of Host Committee at Host City Events staged in the Host City.

- 6.2 In respect of the rights granted under Paragraph 6.1 of this Exhibit A, Host City Supporter acknowledges and accepts that:
- (a) the scale and scope of the final activation(s) by Host City Supporter at any such Host City Events shall be determined by Host Committee and FIFA; and
 - (b) any such activations shall be subject to any guidelines, rules, terms and conditions with respect to such activations developed by Host Committee and FIFA or the relevant LFS for FIFA World Cup 2026.

7. FIFA Competition Platforms

- 7.1 Host Committee sublicenses to Host City Supporter the following Host City Supporter Rights with respect to the FIFA Competition Platforms:
- (a) the right to have the Host City Supporter's status as a supporter of the Host City displayed on any section on a FIFA Competition Platform dedicated to the Host City (the digital location, layout, content and other details of any such section to be determined by FIFA); and
 - (b) the right to purchase from FIFA preferred digital inventory (in an amount to be determined by FIFA) on applicable FIFA Competition Platform(s) at a discount to the advertising rate card then in effect at the time of purchase (such discounted rate to be determined by FIFA and based on volume of inventory purchased).
- 7.2 In respect of the rights granted under Paragraph 7.1 of this Exhibit A, Host City Supporter acknowledges and accepts that:
- (a) any activations or promotions on the FIFA Competition Platforms by Host City Supporter shall be subject to approval by FIFA and Host Committee;
 - (b) any such activations or inventory shall be subject to any applicable guidelines, rules, terms and conditions developed by FIFA or the relevant LFS for FIFA World Cup 2026, which may include a requirement that any inventory purchased pursuant to Paragraph 7.1 shall not be visible outside of the Territory and in furtherance thereof, shall be subject to appropriate geo-blocking facilities as determined by FIFA; and
 - (c) any inventory purchased pursuant to Paragraph 7.1 must not be used in any manner which implies any association between the Host City Supporter and FIFA and/or that the Host City Supporter is a sponsor of FIFA (or officially associated with any other FIFA competition, event or activity).

EXHIBIT B

NON-FIFA SUPPORTER RIGHTS

1. HOUSTON SPORTS TICKETS & HOSPITALITY PACKAGE

- 1.1 Priority purchase opportunity (subject to availability) on the suite package that FIFA may determine and make available to Host Committee in connection with any Match to be held in Host City. In connection with any purchase of any such suite package, Host City Supporter will be required to enter into a direct contractual relationship with FIFA (or applicable LFS) and/or FIFA's Official Hospitality Provider.
- 1.2 If applicable, ten (10) Host Committee Hospitality Passes to any test Match held in Host City (likely to be played in 2025). Any such hospitality area accessible with such Host Committee Hospitality Passes will be internally branded a Host City location. For the avoidance of doubt, FIFA shall not be required to host any hospitality areas in connection with any such matches.
- 1.3 One (1) exclusive use of Harris County Houston Sports Authority party suite at one (1) Houston Astros Major League Baseball game per year (fifty (50) tickets; available in 2025 and 2026).
- 1.4 Ten (10) Texas Bowl Tickets (available in January 2026).
- 1.5 Ten (10) Tickets to major TBD International Soccer matches at Shell Energy Stadium includes all matches scheduled in 2025.
- 1.6 Four (4) Houston Sports Hall of Fame Induction Tickets (includes 2025 only).

2. FIFA FAN FESTIVAL

- 2.1 Ten (10) Host Committee Hospitality Passes to Host Committee's VIP space for daily viewing parties (estimated to be twenty-seven (27) days).

3. SPECIAL CONSIDERATIONS

- 3.1 Twenty (20) dedicated spots in the Official FIFA Volunteer Program for Host City Supporter employees.

4. COMMUNITY & LEGACY

- 4.1 Supporting sponsor of the primary community legacy program (excluding any FIFA related assets). Details to be mutually agreed upon.

5. BRANDING

- 5.1 Display of Host City Supporter name and logo within Host Committee materials where permitted in accordance with FIFA guidelines.

6. MEDIA

- 6.1 Host City Supporter name and logo inclusion on all Host Committee media activations based on the final media campaign that will include a mixture of television, radio, print and outdoor (includes 2025 and 2026) where permitted in accordance with FIFA guidelines.
- 6.2 Host Committee shall include Sugar Land Regional Airport in applicable local guides controlled by the Host Committee and in accordance with FIFA guidelines.

7. SOCIAL & DIGITAL MEDIA

- 7.1 Inclusion on Houston 2026 Host Committee social and digital media assets where permitted in accordance with FIFA guidelines.
- 7.2 Posting of partnership announcement on Host Committee Twitter, Instagram, and LinkedIn where permitted in accordance with FIFA guidelines.
- 7.3 Monthly recognition by Host Committee as a “Host City Supporter” (2025-2026) where permitted in accordance with FIFA guidelines.
- 7.4 Listing as a “Host City Supporters” page on the Host Committee website (2025-2026).

8. ART OF SOCCER

- 8.1 Five (5) soccer balls for participation on the Host City Art of Soccer Campaign.

9. MISCELLANEOUS

- 9.1 Host Committee shall endeavor to host a soccer themed event at Smart Financial Centre, Sugar Land, Texas, which venue shall be provided to Host Committee at no cost or expense on a date mutually agreed between Host Committee and Host City Supporter with the Host Committee to provide the event program and talent for such event. This event is subject to availability of dates and approval by the Smart Financial Centre’s tenant.
- 9.2 Host Committee shall endeavor to host a soccer themed event at Sugar Land Regional Airport, which event program and date shall be mutually agreed between Host Committee and Host City Supporter.
- 9.3 Host City Supporter shall have the opportunity to provide volunteer appreciation offerings, including but not limited to hosting events at its venues, implementing rewards or loyalty programs, and offering gifts or special promotions through Sugar Land retailers and establishments, all subject to prior approval by FIFA and FWC26, provided that all such offerings (i) may not be offered in a manner which creates an association between any event, venue, program, and/or the fulfilling retailer/establishments, on the one hand, and FIFA or the FIFA World Cup, on the other hand, and (ii) any event, venue, program, and/or retailers/establishments shall have no rights to use FIFA or tournament IP.

EXHIBIT C

HOST CITY SUPPORTER FEES

<u>Payment Date</u>	<u>Fee Installment Amount</u>
September 15, 2025	\$900,000.00
December 1, 2025	\$375,000.00
April 1, 2026	\$525,000.00
October 1, 2026	\$700,000.00

EXHIBIT D

INSURANCE REQUIREMENTS

1. Insurance Levels and Types.

- 1.1 Comprehensive commercial general liability insurance, on an occurrence form, with a combined single limit for bodily injury and property damage, including products liability (including completed operations coverage), coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury, in an amount of at least Ten Million Dollars (\$10,000,000) in the aggregate. Host City Supporter is self-insured and will provide an indemnification under this Agreement as set forth herein;
- 1.2 A program of workers' compensation insurance in an amount and form in compliance with all Applicable Laws, and which specifically covers all employees who provide services by or on behalf of the Host City Supporter and all risks to such persons; and
- 1.3 Employers' liability insurance in an amount of at least One Million Dollars (\$1,000,000).

2. All such insurance required to be obtained by Host City Supporter pursuant to Section 12 of this Agreement will be primary and any insurance of any Indemnified Party, if any, will be noncontributory and excess. When providing the required limit of insurance using a combination of primary and umbrella and/or excess policies, the Host City Supporter will confirm on the certificate of insurance that the umbrella and/or excess policies follow form to the primary insurance and will drop down in the event of exhaustion of the primary insurance. The Host City Supporter shall provide FIFA and Host Committee sixty (60) days' prior written notice of any cancellation or modification of any of the insurance policies required hereunder.

3. Host City Supporter shall:

- 3.1 if required by either FIFA or Host Committee, provide FIFA and Host Committee with all necessary documents evidencing Host City Supporter's compliance with the obligations of Section 12 of the Agreement within fourteen (14) days of notice of such requirement; and
- 3.2 not: (i) act or omit to act; or (ii) make any changes to such insurance; in each case, in a manner that reduces or vitiates such insurance.

Without prejudice to any other provisions herein, Host City Supporter acknowledges that non-compliance with the provisions of this Exhibit D shall constitute a material breach of this Agreement.

EXHIBIT E

DEFINITIONS AND INTERPRETATIONS

1. In this Agreement, the following terms shall have the following meanings:

“Additional Tickets” has the meaning given to it in Paragraph 2.1(b) of Exhibit A.

“Applicable Laws” means any and all: (i) existing and future laws, statutes, regulations, decisions, rulings, decrees, government policies, enactments or instruments (including national, regional, local, state, federal or municipal laws, regulations or by-laws of any kind whatsoever); (ii) requirements, regulations or industry practices of any broadcaster; (iii) codes of practice, policies or decisions of any relevant regulator (including any regulators relevant to advertising standards, data protection or broadcasting); or (iv) applicable technical and other commonly accepted industry standards; in each case which may from time to time be in force anywhere in the world and relevant to the rights or obligations of a party under this Agreement.

“Category” means local municipality.

“Claim” has the meaning given to it in Section 9.2.1 of this Agreement.

“Competition Period” means the period beginning fifty (50) days prior to the commencement of FIFA World Cup 2026 and ending the day after the conclusion of FIFA World Cup 2026.

“Control” means, in respect of any legal entity, direct or indirect ownership of more than 50% of the outstanding stock or other rights entitled to vote for the election of directors or the equivalent thereof or the power to direct or cause the direction of the management and policies of such legal entity.

“FIFA” has the meaning given to it in clause (A) of the preamble to this Agreement.

“FIFA Competition Platform” means any FIFA Digital Platform (or discrete area of any FIFA Digital Platform) which is wholly devoted to coverage of, and issues related to FIFA World Cup 2026, in each case as determined by FIFA.

“FIFA D2C Service” means any standalone publicly available digital media content service which: (i) is FIFA branded; (ii) features access to digital media content relating to FIFA or any FIFA competitions, tournaments, activities or events; and (iii) is identified by FIFA as the official FIFA digital media content service. The FIFA D2C Service is currently known as FIFA+.

“FIFA Digital Platforms” means any digital platform operated by or on behalf of FIFA from time to time, including the following (individually or collectively, as applicable): (i) any FIFA website (including any FIFA website dedicated to FIFA World Cup 2026); (ii) any FIFA application software operated by or on behalf of FIFA which is: (x) FIFA branded; and (y) identified by FIFA as an official FIFA application; (iii) any FIFA social media channels; (iv) any FIFA D2C Service; (v) any website or application software operated by or on behalf of FIFA that relates to and/or is dedicated to the sale and/or distribution of tickets for any FIFA competition, tournament or event; and (vi) any official, public access internet website(s) (and/or webpages or sections of any FIFA website) which relate to and/or are dedicated to the FIFA Foundation and/or any FIFA e-commerce service.

“FIFA Fan Festivals” means a secured and officially branded fan entertainment area established in the Host City or at other locations as determined by FIFA, which offers visitors, in particular, the possibility to view Matches on one or more giant screens.

“FIFA Hospitality Village” means, in respect of any Match staged in the Host City, any hospitality village(s) established by FIFA for its commercial partners at the Stadium for such Match.

“FIFA IPRs” means: (i) any and all Intellectual Property Rights in the Licensed IP; and (ii) any and all other Intellectual Property Rights which vest in, derive from or are connected to FIFA or its Group Companies, any FIFA competition, tournament, activity or event; together with any goodwill arising from the use of the same.

“FIFA World Cup 2026” means the final competition of the FIFA World Cup 2026™, excluding (for the avoidance of doubt): (i) any qualifying or playoff competitions/tournaments in respect of such final competition; (ii) any preceding or succeeding editions of the FIFA World Cup; and (iii) any precursor competitions/tournaments (e.g., the Confederations Cup) or similar test events.

“FIFA’s Official Hospitality Provider” means On Location.

“Group Company” means, in respect of any person, any legal entity which Controls, is Controlled by or is under common Control with such person, for as long as they remain the same.

“Hospitality Package” means, any official hospitality package created by FIFA’s Official Hospitality Provider comprising of a ticket to a Match and certain hospitality services, such as food and beverage. Unless specified in the Hospitality Package Sales Agreement, a Hospitality Package does not include services not provided at a hospitality facility, such as (without limitation) ground transportation or accommodation.

“Hospitality Package Sales Agreement” means the agreement for sale and purchase between FIFA’s Official Hospitality Provider and Host Committee for a Hospitality Package(s).

“Host City” means the City of Houston, Harris County, Texas.

“Host City Events” means any cultural or social events or activities organized by Host Committee, or a third party acting on behalf or with the authority or cooperation of Host Committee, in relation to FIFA World Cup 2026.

“Host City Rights Agreement” has the meaning given to it in clause (A) of the preamble to this Agreement.

“Host City Supporter” has the meaning given to it in the preamble to this Agreement.

“Host City Supporter Brands” means the following brands owned by the Host City Supporter: “City of Sugarland”.

“Host City Supporter Composite Logo” means a composite logo featuring Host City-specific design elements and references to the Host City’s capacity as a host city for FIFA World Cup 2026 designed in accordance with the Host City Rights Agreement.

“Host City Supporter Content” has the meaning given to it in Section 3.14 of this Agreement.

“Host City Supporter Fees” has the meaning given to it in Section 6 of this Agreement.

“Host City Supporter Premium” means any product or good distributed for advertising or promotional purposes which:

- (a) bears a Host City Supporter Brand together with the Host City Supporter Composite Logo, provided that the prominence of the Host City Supporter Brand on such items is at least as great as the prominence afforded to the Host City Supporter Composite Logo;
- (b) is produced, purchased and distributed in accordance with methods and on terms approved by FIFA; and
- (c) is approved by FIFA prior to its distribution by Host City Supporter.

“Host City Supporter Rights” has the meaning given to it in Section 1.1 of this Agreement.

“Host Committee” has the meaning given to it in the preamble to this Agreement.

“Host Committee Enclosed Hospitality Area” means any enclosed area within the FIFA Hospitality Village where Host Committee will conduct an on-site hospitality program run and operated by FIFA or its nominee(s).

“Host Committee Hospitality Passes” means hospitality passes issued by FIFA or its nominee for access to the Host Committee Enclosed Hospitality Area.

“Host Member Association” means, individually or collectively as the case may be, the FIFA member associations of the United States, Canada or Mexico.

“Indemnified Parties” has the meaning given to it in Section 9.2.1 of this Agreement.

“Intellectual Property Rights” means all intellectual property and other proprietary rights of whatsoever nature, howsoever arising and in whatever media or formats; in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“LFS” means any Group Company of FIFA that is responsible for the organization, hosting and staging of any FIFA competition, tournament, activity or event (including FIFA World Cup 2026) from time to time (including any relevant local organizing entity).

“Licensed Host City Supporter Rights” has the meaning given to it in clause (A) of the preamble to this Agreement.

“Licensed IP” means, individually or collectively (as the case may be): (i) the designations set forth in Paragraph 1.2 of Exhibit A; (ii) the Host City Supporter Composite Logo; and (iii) any other FIFA IPRs licensed to Host City Supporter pursuant to and in accordance with the terms of this Agreement or otherwise licensed to Host City Supporter with FIFA’s approval.

“Match” means any football match (comprising regulation time and any additional time, any extra-time or any penalty shoot-out) officially forming part of FIFA World Cup 2026.

“Non-FIFA Supporter Rights” has the meaning given to it in Section 1.2 of this Agreement.

“Site” means the entire premises of a Stadium inside the perimeter fence on the day(s) that any Match takes place in such Stadium, together with any other areas or facilities in and around the Host City for which FIFA World Cup 2026 accreditation, FIFA World Cup 2026 tickets or Hospitality Package access pass (or equivalent) are required in order to gain access.

“Stadium” means, in respect of any Match, the stadium at which such Match is played.

“Supporter Commencement Date” has the meaning given to it in the preamble to this Agreement.

“Term” has the meaning given to it in Section 2 of this Agreement.

“Territory” means the Host City and counties of Austin, Brazoria, Calhoun, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Jackson, Liberty, Matagorda, Montgomery, Polk, San Jacinto, Trinity, Walker, Waller, Washington, Wharton, Hardin, Jasper, Jefferson, Newton, Orange and Tyler or such other geographic region approved by FIFA.

“Third Party Claim” has the meaning given to it in Section 9.2.2 of this Agreement.

“Tickets” means, individually and collectively, Additional Tickets and VIP Tickets.

“Trade Fees” has the meaning given to it in Section 6 of this Agreement.

“Unavailable Element” has the meaning given to it in Section 3.15 of this Agreement.

“VIP Ticket” means a ticket issued by FIFA’s guest management department (or any replacement of the same from time to time) which permits access to: (i) a seat in the Stadium; and (ii) a VIP lounge within the Stadium which is open to selected guests on an “invitation only” basis.

2. Reference to Sections and Exhibits are to the sections and exhibits of this Agreement and references to Paragraphs are references to paragraphs in the relevant Exhibit, unless expressly stated otherwise.

3. The Exhibits attached to this Agreement form an integral part of this Agreement, and all references herein to the "Agreement" shall include such Exhibits unless expressly stated otherwise.

4. The headings to Sections, Exhibits and Paragraphs are inserted for convenience only, have no legal effect and shall not affect the interpretation of this Agreement.

5. Unless the context otherwise requires, words importing the singular include the plural and vice versa, references to any gender include every gender and references to persons or entities include an individual, company, corporation, firm, partnership, unincorporated association or body of persons.

6. Any phrase introduced by the term "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

7. In this Agreement, a reference to a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Supporter Commencement Date and any subordinate legislation made under the statutory provision before or after the Supporter Commencement Date.

8. References to "days" means calendar days unless specified otherwise. References to "business days" shall mean any days on which banks are open for business in New York, New York.

9. References to a "party" are references to a person that is a party to this Agreement and its successors and permitted assignees save that references to a "third party" is a reference to a person who is not a party to this Agreement.

10. Any use of the word "or" in this Agreement shall be construed to mean "and/or."

11. All references in this Agreement to "Dollars" or "\$" shall refer to U.S. dollars and all payments and calculations of amounts hereunder shall be made in Dollars, except to the extent otherwise expressly set forth herein or therein.

12. Any consent, approval, determination, authorization or agreement that may be issued by FIFA pursuant to this Agreement (including, for the avoidance of doubt, the Appendices and Exhibits attached to the Agreement) (a) shall be made in FIFA's sole and absolute discretion unless expressly provided otherwise and (b) shall not be effective unless expressly set forth in writing (which may be given by email or via any other means informed to Host Committee by FIFA from time to time) prior to the taking of the applicable action or omission, in each case unless expressly provided otherwise.

13. This Agreement shall be interpreted neutrally and without regard to the party that drafted it and, in particular, no rule of construction shall be applied as against any party that would result in the resolution of an ambiguity contained herein against the drafting party.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1353043

Date Filed:
08/21/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sports Authority Foundation
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Sugar Land

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

World Cup Houston
FIFA World Cup 26 Houston Host City Supporter package

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sports Authority Foundation	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF SUGAR LAND

Sugar Land Regional Airport
12888-B Highway 6 South
Sugar Land, TX 77498

July 22, 2025

To Whom It May Concern,

On behalf of the Sugar Land Regional Airport (KSGR), we are pleased to express our strong alignment and support for the City of Sugar Land's proposed involvement in the 2026 FIFA World Cup.

As the City's general aviation airport, KSGR is proud to play a key role in welcoming international visitors and high-profile travelers to our community during the 2026 FIFA World Cup. In collaboration with the City's Economic Development and Tourism department and other stakeholders, the airport is actively preparing to support the City's broader strategy – from enhancing the visitor experience to coordinating marketing and logistics. We are excited about this collaborative effort and fully aligned with the City's commitment to maximizing the economic and reputational benefits of this global event.

The 2026 FIFA World Cup presents a rare and powerful opportunity to elevate Sugar Land's profile on the international stage, drive tourism, support our business community, and showcase the best of who we are. From coordinated branding efforts and enhanced services to creating a seamless arrival experience for tournament guests, the City's internal teams - including the airport - are working together to ensure this initiative delivers lasting value to our community.

We are enthusiastic about the City of Sugar Land's proactive approach and believe this proposed sponsorship is a strategic investment that will pay dividends for years to come. The airport is fully committed to helping bring this vision to life alongside our City colleagues.

Sincerely,

Mitchell T. Davies

Mitchell Davies
Director of Aviation
Sugar Land Regional Airport



CONSTELLATION FIELD, 1 STADIUM DRIVE, SUGAR LAND, TX 77498 | SLSPACECOWBOYS.COM

Sugar Land City Council,

I am writing to express my enthusiastic support of the possibility of Sugar Land becoming involved in next year's World Cup activation in June/July 2026. The World Cup is the biggest celebration of world-wide competition outside of the Olympics, and the partnership's impact should be felt for years to come. Joining forces with the World Cup would tie in extremely well to who we are as a City when considering the diversity of our community.

Constellation Field and the Space Cowboys are excited for the opportunity to help the City activate this partnership through venue activation, watch parties and soccer clinics. We would be honored to devote our venue, time and effort to ensure this partnership is as successful as it can be for the City of Sugar Land.

Regards,

Tyler Stamm
General Manager
Sugar Land Space Cowboys

FIRST COLONY MALL

July 21, 2025

To Whom It May Concern,

On behalf of First Colony Mall, we are pleased to express our strong support for the City of Sugar Land's potential role in the FIFA World Cup 2026.

This international event presents a unique and exciting opportunity to draw visitors from around the globe to our city, creating a significant economic impact for our local retailers, restaurants, and hospitality.

We are eager for the possibility of welcoming new audiences, showcasing the vibrancy of our community, and support Sugar Land's efforts to elevate the city on the world stage.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shenea Bankhead', with a stylized, cursive script.

Shenea Bankhead

General Manager

First Colony Mall



Lou Hammond Group
145 King Street Ste. 411
Charleston, S.C. 29401

To whom it may concern:

Lou Hammond Group supports the City of Sugar Land's proposed involvement with FIFA and its related initiatives. This exciting, forward-looking opportunity has the potential to elevate Sugar Land's marketing and public relations efforts and overall brand presence, both nationally and globally.

The exposure that accompanies FIFA events can showcase Sugar Land's vibrant business community, cultural diversity and exceptional quality of life and act as a powerful driver for tourism, economic development and long-term investment. The potential multi-platform visibility proposed could position the city as a dynamic, globally connected destination by telling authentic, compelling stories about Sugar Land's people, businesses and trailblazing vision for the future.

Our agency has collaborated with other destinations to align their earned media efforts with major national and international sporting events, including the State of Kentucky and the Kentucky Derby, the State of Mississippi and the Rose Parade and Visit Baton Rouge and the Super Bowl. In each case, these large-scale partnerships helped create awareness and sentiment that far exceeded what could be achieved through traditional marketing efforts alone.

We believe Sugar Land is well-positioned to make the most of this opportunity and that its involvement with FIFA can drive meaningful results and long-term value.

Sincerely,

Lou Hammond Group



July 27, 2025

To Whom It May Concern,

On behalf of ATG Entertainment, operators of Smart Financial Centre, we are pleased to express our support for the City of Sugar Land's proposed involvement in the FIFA World Cup 2026.

This global event represents a tremendous opportunity to bring international visitors to our area and create meaningful economic benefits for our retailers, restaurants, and hospitality partners.

We are excited about the chance to welcome new audiences, showcase the vibrant atmosphere of Smart Financial Centre, and support Sugar Land's efforts to elevate the city on the world stage.

Sincerely,

Rainier Koeners

Vice President Regional Venues

ATG Entertainment North America



City Council Agenda Request September 2, 2025

Agenda Request No: VIII.B.

Agenda of: City Council Meeting

Initiated by: Carla Barrios, Engineer II

Presented by: Jonathan Braun, Assistant City Engineer

Responsible Department: Engineering

Agenda Caption:

CONTRACT WITH JMJ DIAZ CORP DBA JMJ CONSTRUCTORS

Consideration of and action on authorization of a Contract with JMJ Diaz Corp DBA JMJ Constructors, in the amount of \$3,507,290.00, for construction services for the Wastewater Treatment Plants Improvements Project, CIP CWW2303; and authorization of a Budget Amendment in the amount of \$850,000.00 from CIP CWW2003 to CIP CWW2303.

Recommended Action:

Authorize the execution of a construction contract with JMJ Diaz, Corp. DBA JMJ Constructors for the construction of Wastewater Treatment Plants Improvements, CIP CWW2303, in the amount of \$3,507,290.00 and authorize a Budget Amendment transfer, in the amount of \$850,000.00, from CIP CWW2003 - Wastewater Treatment Plants Improvements - North WWTP to CWW2303 - Wastewater Treatment Plants Improvements.

Executive Summary:

Over the past couple of years, the South Wastewater Treatment Plant (SWWTP) has been experiencing critical failures with its aerators. These failures are primarily linked to aging equipment. These failures directly impact the treatment process by lowering dissolved oxygen levels. As a result, these components are identified as Priority Maintenance items and addressing these issues is essential for maintaining the wastewater treatment plant's compliance. This issue is urgent, as failures have been occurring one at a time, but it is evident that multiple units may fail simultaneously if preemptive measures are not taken. Addressing these failures is critical to maintaining compliance and ensuring the continuity of the wastewater treatment process.

The project involves the removal and replacement of mechanical surface aerators at the SWWTP. Work includes the installation of four (4) new 125 HP and two (2) new 75 HP aerators in existing oxidation ditches, along with associated mechanical and electrical improvements necessary to provide a complete and functional aerator system. The scope also includes the demolition of existing aerator equipment, electrical modifications to MCC components and control panels, and integration with existing SCADA systems. Construction activities must be carefully sequenced to

ensure the plant remains operational, with the contractor working closely with the City's operations team and the Brazos River Authority (BRA, the City's wastewater treatment plant operator) to minimize downtime and coordinate all critical activities.

An Invitation to Bid (ITB) No. 2025-ITB-045 was posted on OpenGov.com on July 09, 2025 and advertised in local newspapers on two separate occasions: July 09, 2025 and July 16, 2025. Given the complexity of this project and the strong demand for electrical services in the Houston area, staff did not anticipate receiving multiple bids. To ensure the opportunity was widely distributed, the design consultant contacted several contractors to notify them of the advertisement. A non-mandatory pre-bid conference was held on July 14, 2025. On July 24, 2025, the City received and opened one (1) bid for the project. A summary of the bid received is provided below:

Contractor Name	Total Base Bid Amount (\$)	Add Alternate Bid Amount (\$)	Engineer's Estimate
JMJ Diaz, Corp. DBA JMJ Constructors	\$3,447,290.00	\$60,000.00	\$3,800,000.00

Mead and Hunt, Inc. (the consultant) completed a review and evaluation of the bid received and provided a letter of recommendation indicating JMJ Diaz, Corp. DBA JMJ Constructors is capable of completing a project of this nature. The consultant has checked references and received positive feedback of JMJ Diaz, Corp. DBA JMJ Constructors, working satisfactorily on projects of this size. This decision to award, despite receiving a single bid, is based on the competitive price compared to the Engineer's Estimate and the contractor's proven track record in handling projects of similar scope and size. After reviewing the bid, City Staff recommends awarding the contract to the lowest responsive bidder, JMJ Diaz, Corp. DBA JMJ Constructors, in the total amount (Base Bid + Add Alternate Bid) of \$3,507,290.00.

The current fund balance in CWW2303 - Wastewater Treatment Plants Improvements is \$2,782,400.00, and there are not enough funds to fully fund this project. To fund the remainder of this project, the Engineering, Public Works, and Budget departments recommend a budget amendment to transfer \$850,000.00 from CIP CWW2003 - Wastewater Treatment Plants Improvements – North WWTP (CWW2003-6049210-621020-CO CONST3) fund balance to CWW2303 - Wastewater Treatment Plants Improvements (CWW2303-6049210-621020-CONSTRUCT).

Following this amendment, the available budget for construction and construction administration under CWW2303 will total \$3,632,400.00. A portion of these funds will be allocated to the construction of this project, construction administration phase services (under a separate contract), and for project contingency. At the conclusion of this project, if any funds remain in CIP CWW2303, a budget amendment will be proposed to Council to transfer any remaining funds back to CIP CWW2003.

A notice to proceed (NTP) will be provided in September 2025, upon Council approval of this item.

The construction is anticipated to take 168 calendar days to complete.

In accordance with Policy CO-110, Notification of Construction Impacts and Service Interruptions, the project is classified as a Neighborhood Project located on City property and inside fences. No service interruptions are anticipated. Staff will provide notification via door hangars, mail outs, and one-on-one communications, as needed.

The Engineering and Public Works departments recommend the City Council approve a construction contract with MJM Diaz, Corp. DBA MJM Constructors for the construction of Wastewater Treatment Plants Improvements, CIP CWW2303, in the amount of \$3,507,290.00 and approve the authorization of a Budget Amendment, in the amount of \$850,000.00, from CIP CWW2003: Wastewater Treatment Plants Improvements - North WWTP to CWW2303: Wastewater Treatment Plants Improvements.

Budget

Expenditure Required: \$3,507,290.00

Current Budget: \$2,782,400.00

Additional Funding: \$850,000.00 from 6049210-621020-CWW2003

Funding Source: Revenue Bonds

Account Number (ORG-OBJ-Project): 6049210-621020-CWW2303

Attachments

1. 1st Page of CWW2303 Contract
2. Bid Pricing Form
3. CIQ
4. Debarment Form
5. HB89
6. Recommendation to Award Bid Letter
7. Map
8. Form 1295
9. SB13
10. SB19

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not For Building Construction Projects)
(Rev. 8-19-22)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following

- I. Signatures
- II. Summary of Contract Terms
- III. Standard Contractual Provisions
- IV. Contract Documents

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: 

Name:

Name: Jose Luis Diaz

Title:

Title: President

Date:

Date: 08/08/2025

II. Summary of Contract Terms.

Project: CWW2303 Wastewater Treatment Plant Improvements (SWWTP Aerators Replacement Project)

Contractor: JMJ Diaz Corp. dba JMJ Constructors, 2005 N. Los Ebanos Blvd., Alton, TX 78573

Name of Engineering Firm, if any: Mead & Hunt

Name of Owner's Project Manager: Carla Barrios

Base Bid: \$3,447,290.00

Alternate Bid Item Nos.: 1

Total Alternate Bid Items Amount: \$60,000.00

Contract Price (Base Bid + Alternates): \$3,507,290.00, as may be adjusted by Change Order

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within **168 Calendar Days** from



City Council Agenda Request September 2, 2025

Agenda Request No: IX.A.

Agenda of: City Council Meeting

Initiated by: Jessica Echols, Senior Planner

Presented by: Jessica Echols, Senior Planner

Responsible Department: Planning and Development Services

Agenda Caption:

PUBLIC HEARING 5:30 P.M.: Receive and hear all persons desiring to be heard on the proposed Conditional Use Permit for the expansion of an existing Private School (Elementary, Middle, and High) at 1201 Lakeview Drive and 1250 Seventh Street, further described as a subdivision of 21.52 acres located in the Brown and Belknap League, A-15, City of Sugar Land, Fort Bend County, Texas.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2385:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, GRANTING A CONDITIONAL USE PERMIT FOR THE EXPANSION OF AN EXISTING PRIVATE SCHOOL (FORT BEND CHRISTIAN ACADEMY) LOCATED AT 1201 LAKEVIEW DRIVE AND 1250 SEVENTH STREET, WITHIN A BUSINESS OFFICE (B-O) ZONING DISTRICT; AND REPEALING ORDINANCE NO. 1317.

Recommended Action:

Hold a Public Hearing and First Reading of Ordinance No. 2385 for a Conditional Use Permit for the expansion of an existing Private School (Elementary, Middle, High) at 1201 Lakeview Drive and 1250 Seventh Street.

Executive Summary:

This request is for a Conditional Use Permit (CUP) for the expansion of Fort Bend Christian Academy. The subject site is approximately 21.52 acres of land situated south of Seventh Street, north of Lakeview Drive, east of Eldridge Road, and west of Gillingham Lane in the Business Office District (B-O). The expansion or development of a Private School (Elementary, Middle, High) in the Business Office District (B-O) requires a CUP.

Fort Bend Christian Academy is proposing to construct a one-story, 10,997 square foot addition to the existing Lower/Middle School at 1201 Lakeview Drive. The purpose of the proposed expansion is to alleviate the Lower/Middle School's current shortage of classrooms. The current

Lower/Middle School enrollment is 508 students, with a projected maximum enrollment of 570 students after the expansion.

The Commission held a Public Hearing on July 24, 2025, at which three members of the public spoke in favor of the proposed CUP. After the Public Hearing closed, the Commission asked a few clarifying questions regarding the existing queueing along Gillingham Lane and the expected reduction from the proposed internal circulation modifications, their role in the CUP process, and the reasoning behind staff's recommended condition that the school to continue contracting with officers to direct turn restrictions.

Consideration and Action was held at the following meeting on August 12, 2025. The Commission unanimously voted to recommend approval of the CUP to Members of City Council with the staff recommended conditions, which included:

- Site to be developed in accordance with the attached Overall Site Plan.
- Traffic flow and vehicular stacking must comply with the attached Traffic Circulation Plan. The drop-off and pick-up times detailed on the Traffic Circulation Plan must be maintained and the school shall continue to contract with police officers to enforce the turn restrictions.
- The Lower/Middle School has a maximum enrollment of 570 students.

City Council will hold a Public Hearing and First Reading of Ordinance No. 2385 on September 2, 2025, followed by Second Reading at a subsequent meeting. At this time of item creation, staff has received no inquiries and is not aware of any opposition. Staff and the Planning & Zoning Commission recommend approval of Ordinance No. 2385 to grant a Conditional Use Permit for the expansion of an existing Private School (Elementary, Middle, High) in the Business Office District (B-O) at 1201 Lakeview Drive and 1250 Seventh Street.

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

Account Number (ORG-OBJ-Project): n/a

Attachments

1. Ordinance No. 2385
2. Staff Report
3. Request for CUP Letter
4. Addition Rendering

ORDINANCE NO. 2385

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, GRANTING A CONDITIONAL USE PERMIT FOR THE EXPANSION OF AN EXISTING PRIVATE SCHOOL (FORT BEND CHRISTIAN ACADEMY) LOCATED AT 1201 LAKEVIEW DRIVE AND 1250 SEVENTH STREET, WITHIN A BUSINESS OFFICE (B-O) ZONING DISTRICT; AND REPEALING ORDINANCE NO. 1317.

WHEREAS, by the adoption of Ordinance No. 1317, the City Council granted a conditional use permit to Fort Bend Baptist Academy, now known as Fort Bend Christian Academy (the "School"), for the expansion of school facilities located at 1201 Lakeview Drive and 1250 Seventh Street within a Business Office (B-O) zoning district; and

WHEREAS, the School has continuously operated at the same location and has applied for a new conditional use permit to expand the existing Private School (Elementary, Middle, High) on property further described as approximately 21.52 acres of land situated south of Seventh Street, north of Lakeview Drive, east of Eldridge Road, and west of Gillingham Lane, within a Business Office (B-O) zoning district; and

WHEREAS, the Planning and Zoning Commission recommends the permit be approved; NOW, THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

Section 1. That a conditional use permit for the expansion of an existing Private School (Fort Bend Christian Academy) is granted for the property located at 1201 Lakeview Drive and 1250 Seventh Street, further described as approximately 21.52 acres of land situated south of Seventh Street, north of Lakeview Drive, east of Eldridge Road, and west of Gillingham Lane, within a Business Office (B-O) zoning district.

Section 2. That the permit is subject to the following conditions:

1. The site must be developed in accordance with the Overall Site Plan.
2. Traffic flow and vehicular stacking must comply with the Traffic Circulation Plan. The drop-off and pick-up times detailed on the Traffic Circulation Plan must be maintained and the school must continue to contract with police officers to enforce the turn restrictions.
3. The Lower/Middle School will have a maximum enrollment of 570 students.

Section 3. That the premises must be developed, operated, and maintained in accordance with the ordinances of the City of Sugar Land and in accordance with the following Exhibits, attached to and incorporated into this ordinance by reference. If there is a conflict between a provision of this ordinance and a provision of the Code of Ordinances or the Sugar Land Development Code, the more stringent provision controls.

Exhibit A – Overall Site Plan
Exhibit B – Traffic Circulation Plan

Section 4. That any person found guilty of intentionally violating this ordinance will be fined not more than \$2,000 for each offense.

Section 5. That Ordinance No. 1317 is repealed.

APPROVED on first consideration on _____, 2025.

ADOPTED upon second consideration on _____, 2025.

Carol W. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

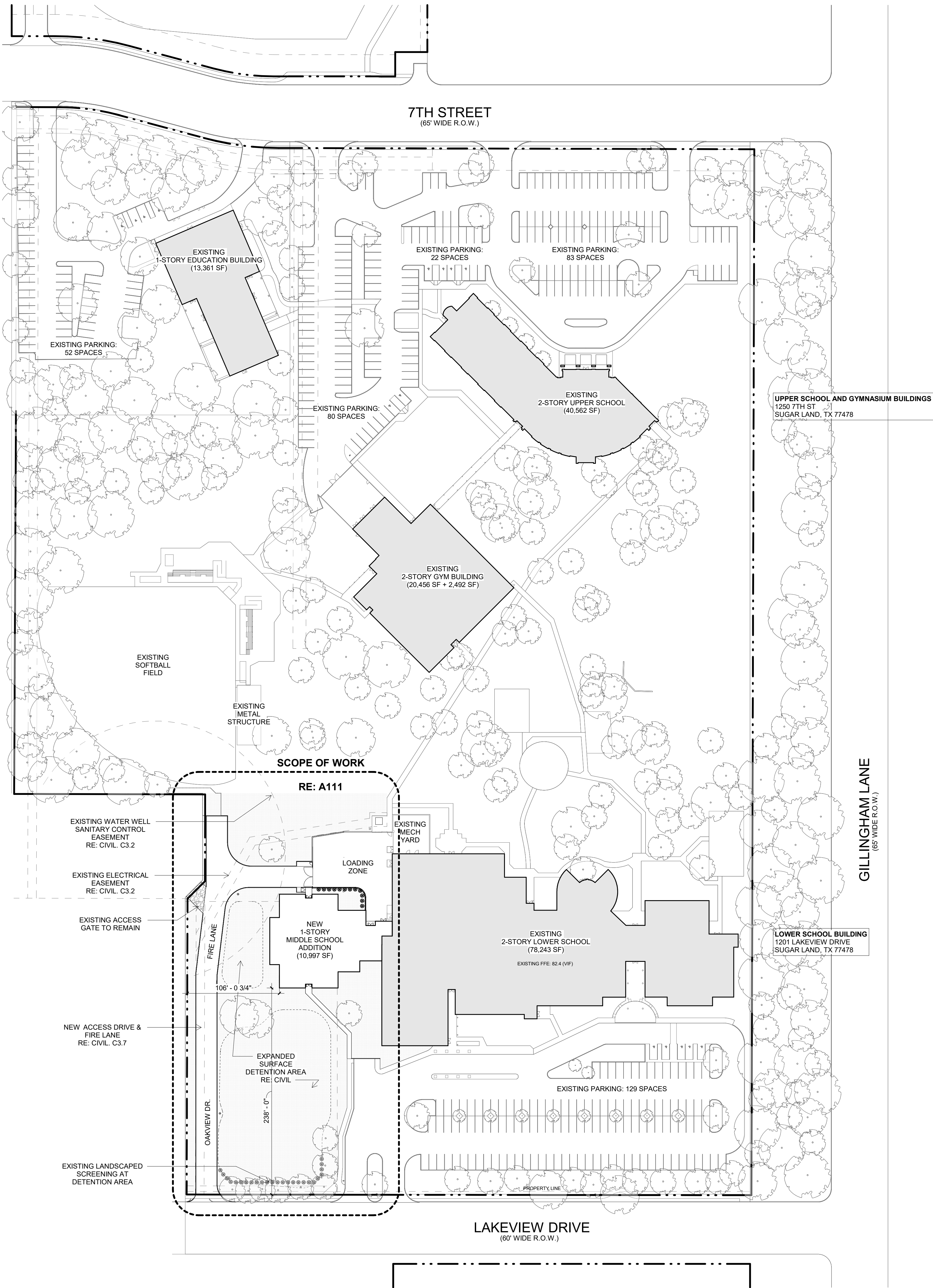


Attachments:

Exhibit A – Overall Site Plan
Exhibit B – Traffic Circulation Plan

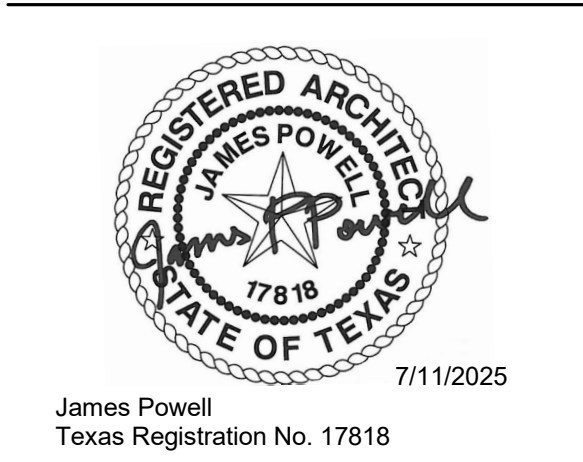
7/10/2025 12:29:43 PM
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LOWER SCHOOL PARKING
PROPOSED CAPACITY: 570 STUDENTS
PARKING AT 1:20 STUDENTS = 29 SPACES
PARKING PROVIDED: 129 SPACES



1 OVERALL SITE PLAN
1" = 60'-0"

REVISIONS		
No.	DATE	DESCRIPTION
1	01-10-2025	CITY REVISION 1



Fort Bend Christian Academy
MIDDLE SCHOOL ADDITION
1201 LAKEVIEW DR. SUGAR LAND, TX 77478
MERRIMAN HOLT POWELL ARCHITECTS
3900 Essex Lane, Suite 200
Houston, Texas 77027-5133
Tel. 713 522-2885 Fax 713 524-4151

CONSTRUCTION DOCUMENTS
September 30, 2024
© Copyright 2025
Merriman Holt Powell Architects

OVERALL SITE PLAN

FBCA Traffic Circulation Plan

Grade	Drop-off		Pick-up
	Begins	Ends	Begins
Lower (Pre K - K)	7:30 am	8:00 am	3:00 pm
Lower (1 st - 4 th)	7:30 am	8:00 am	3:15 pm
Middle (5 th - 8 th)	7:45 am	8:30 am	3:30 pm
Note: School starts at 8:35 am.			



FORT BEND CHRISTIAN ACADEMY CUP

Request

This request is for a Conditional Use Permit (CUP) for the expansion of Fort Bend Christian Academy. The subject site is approximately 21.52 acres of land situated south of Seventh Street, north of Lakeview Drive, east of Eldridge Road, and west of Gillingham Lane in the Business Office District (B-O). The expansion or development of a Private School (Elementary, Middle, High) in the Business Office District (B-O) requires a CUP.

Background

In 2001, Fort Bend Baptist Academy (now Fort Bend Christian Academy) was granted a CUP to construct an elementary school on its campus at 1250 Seventh Street. At the time, the high school was already established on the campus. Conditions of approval included a maximum enrollment of 675 elementary students, compliance with the approved traffic flow plan, and development and operation of the site in accordance with the approved site plan.

Case Analysis

Fort Bend Christian Academy is proposing to construct a one-story, 10,997 square foot addition to the existing Lower/Middle School at 1201 Lakeview Drive. The purpose of the proposed expansion is to alleviate the Lower/Middle School's current shortage of classrooms. The current Lower/Middle School enrollment is 508 students, with a projected maximum enrollment of 570 students after the expansion.

Fort Bend Christian Academy's campus consists of a North Campus, which houses the Upper School (9th–12th Grade), and a South Campus, which houses the Lower School (Pre-K–4th Grade) and Middle School (5th–8th Grade). The proposed scope of work, which also includes relocating a fire lane, expanding detention facilities, and reconfiguring a loading zone, is limited to the South Campus. The Upper School student population will not increase under the proposed CUP, and enrollment will remain at approximately 370 students. The CUP is required due to the proposed building addition and the increased student capacity of the Lower/Middle School.

Fort Bend Christian Academy Conditional Use Permit

The surrounding area is also zoned B-O, with land uses including churches, assisted living facilities, a Fort Bend County library, and a City of Sugar Land water plant. Located across Gillingham Lane is the Schlumberger (SLB) campus, which is zoned Restricted Industrial District (M-1).

Parking requirements for Private Schools (Elementary, Middle, High) are based on the number of students. The required parking ratio for elementary and middle schools is one parking space per 20 students. Based on 570 students, 29 parking spaces are required. There are currently 129 spaces serving the Lower/Middle School, which exceeds the required number of parking spaces for both current and projected student enrollment.

The Lower/Middle School is accessed via a curb cut along Lakeview Drive. Under the school's current traffic management plan, parents are directed into two lanes upon entering the parking lot: one for single-riders and one for multi-riders. During morning drop-off and afternoon pick-up, offsite queuing is limited to westbound Lakeview Drive and southbound Gillingham Lane. The school currently contracts with SLPD officers to enforce turn lane restrictions.

Staff has reviewed and concurred with the Traffic Impact Analysis (TIA) that includes the proposed Traffic Circulation Plan. The TIA examined site generated traffic impacts of the proposed addition on the surrounding roadway network. The study analyzed traffic impacts based on projected morning and afternoon peak period traffic conditions once the proposed addition is constructed and at capacity (570 students).

While the additional traffic generated by the expansion is not expected to significantly impact traffic operations, Fort Bend Christian Academy has incorporated several modifications to their current traffic management plan to help alleviate existing and future traffic conditions. These modifications are reflected in the proposed Traffic Circulation Plan, which illustrates the school's proposed drop-off and pick-up schedule, internal circulation, offsite queuing, and turn restrictions. The modifications include:

- Restricting parking in the row of spaces adjacent to Lakeview Drive (approximately 39 spaces) after 2 p.m. with "No Parking" signs to accommodate an additional on-site queuing lane during afternoon pick-up.
- Extending the loading zone to increase length of the onsite queuing lanes.

- Adjusting dismissal times to create greater spread in designated parent pick-up times.

The proposed CUP is consistent with the Land Use Plan. This property is identified as “Neighborhood Commercial & Services” on the Future Land Use Map. This category consists of conventional car-oriented retail and services, such as small offices, religious institutions, and other low impact commercial uses that serve local neighborhoods. Buildings are identified to be low to mid-rise and located on Collectors or Arterials.

PLANNING & ZONING COMMISSION RECAP

The Planning & Zoning Commission (P&Z) held a Public Hearing on July 24, 2025, followed by Discussion and Direction. During the Public Hearing, three members of the public spoke in support of the proposed CUP, emphasizing the school’s need to expand in order to provide additional classrooms for teachers and to separate middle school students from elementary students due to their differing needs.

After the Public Hearing, the Commission asked questions about the current queue length on Gillingham Lane during afternoon pick-up and how much the proposed internal circulation modifications would reduce that queue. The Commission also inquired about their role in the review of CUPs and the reasoning behind staff’s recommendation that the school continue contracting officers to enforce the turn restrictions on Lakeview Drive and Gillingham Lane.

Consideration and Action was held at the following meeting on August 12, 2025. The Commission unanimously voted to recommend approval of the CUP to Members of City Council with the staff recommended conditions, which included:

- Site to be developed in accordance with the attached Overall Site Plan
- Traffic flow and vehicular stacking must comply with the attached Traffic Circulation Plan. The drop-off and pick-up times detailed on the Traffic Circulation Plan must be maintained and the school shall continue to contract with police officers to enforce the turn restrictions.
- The Lower/Middle School has a maximum enrollment of 570 students

City Council may impose additional conditions to ensure the property is developed as proposed and mitigate any negative impacts on the surrounding area; however, it should be noted that the proposed CUP is for the expansion of an existing school.

PUBLIC HEARING NOTICE

The Notice of Public Hearing was published in a newspaper of general circulation and posted on the City of Sugar Land's Public Hearings webpage. All property owners within 200 feet of the subject property were notified via mailers and a courtesy public hearing sign was placed at the property. A map of properties within the 200-foot notification boundary is included at the end of this report. The public hearing notice included a link to an online form that can be submitted to provide comments in advance of the meeting. At the time of writing this report, staff has received no inquiries and is not aware of any opposition.



NOTICE OF PUBLIC HEARING

PROPOSED CONDITIONAL USE PERMIT FOR THE EXPANSION OF AN EXISTING PRIVATE SCHOOL (ELEMENTARY, MIDDLE, AND HIGH) LOCATED AT 1201 LAKEVIEW DRIVE AND 1250 SEVENTH STREET

City Council Public Hearing 5:30 p.m., September 2, 2025, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North, hosted via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live>, and Sugar Land Comcast Subscribers can also tune-in on Channel 16, to hear all persons interested in the proposed Conditional Use Permit for the expansion of an existing Private School (Elementary, Middle, and High) at 1201 Lakeview Drive and 1250 Seventh Street, further described as a subdivision of 21.52 acres located in the Brown and Belknap League, A-15, City of Sugar Land, Fort Bend County, Texas.

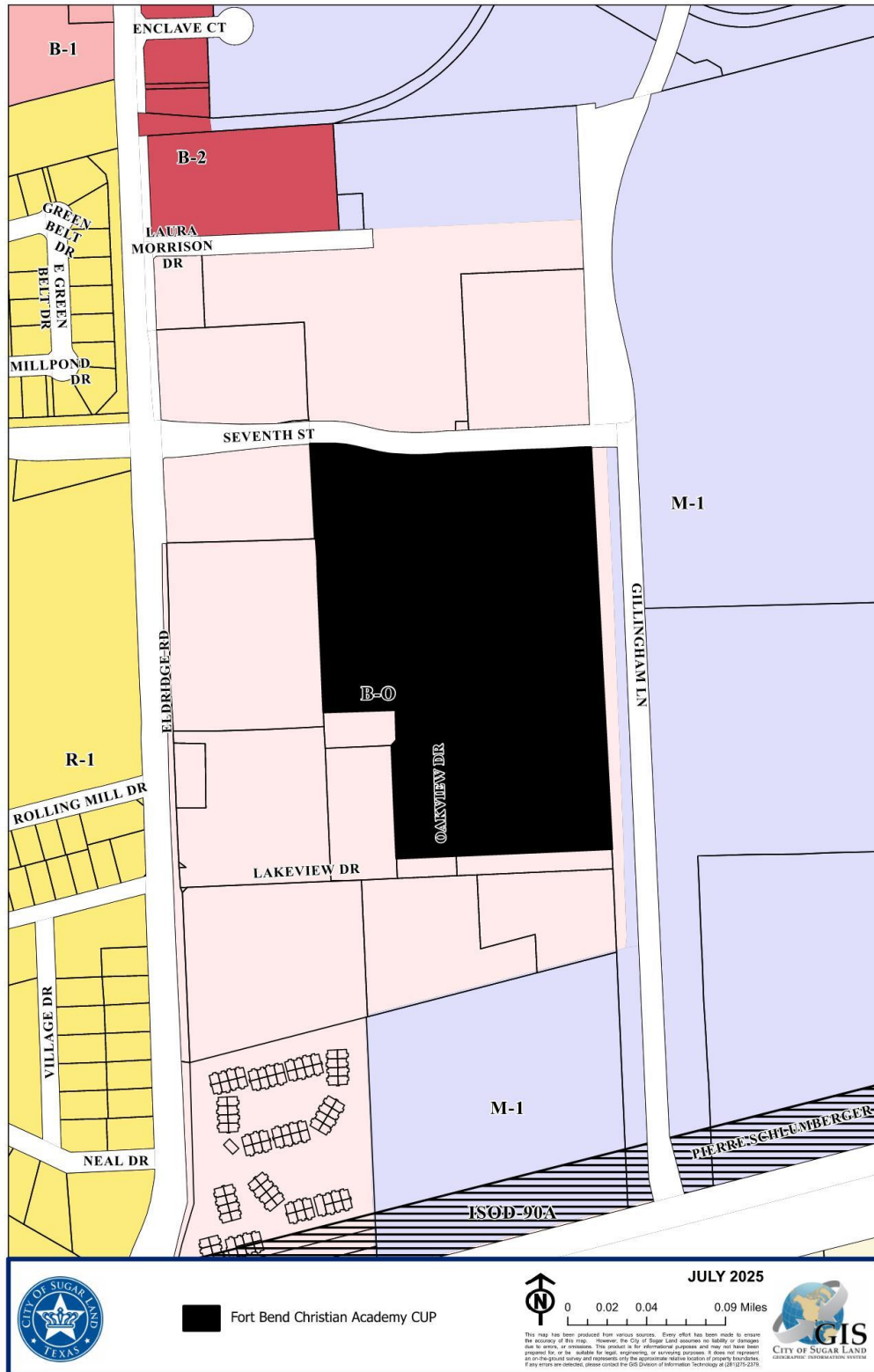
The proposed Conditional Use Permit would allow for the construction of a one-story, 10,997 square foot middle school addition to the existing lower school.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under "Meeting Agendas" City Council no later than Wednesday, August 27, 2025. Request details or provide feedback on the proposed Conditional Use Permit online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Planning & Development Services Department at (281) 275-2218.

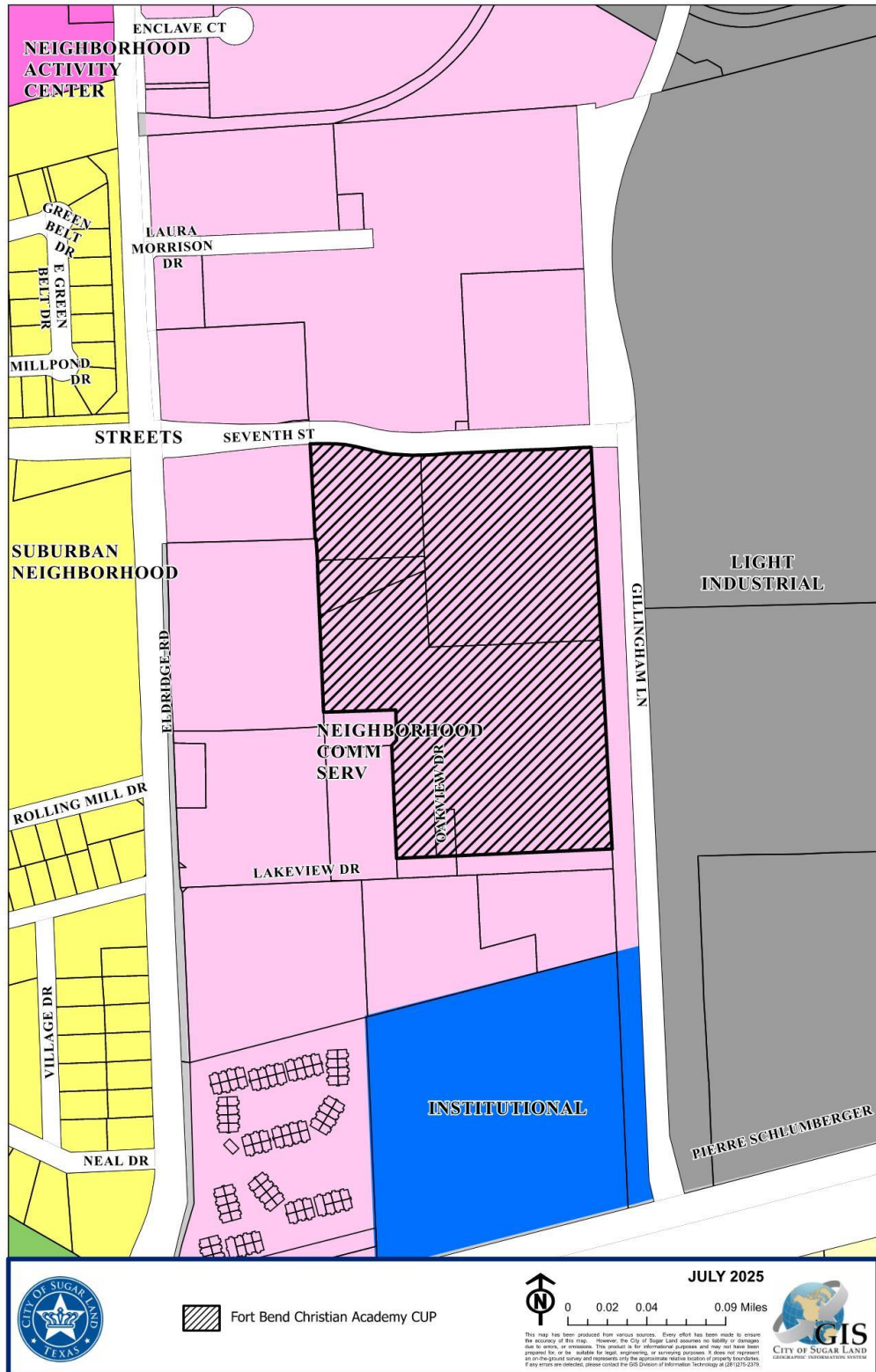
AERIAL MAP



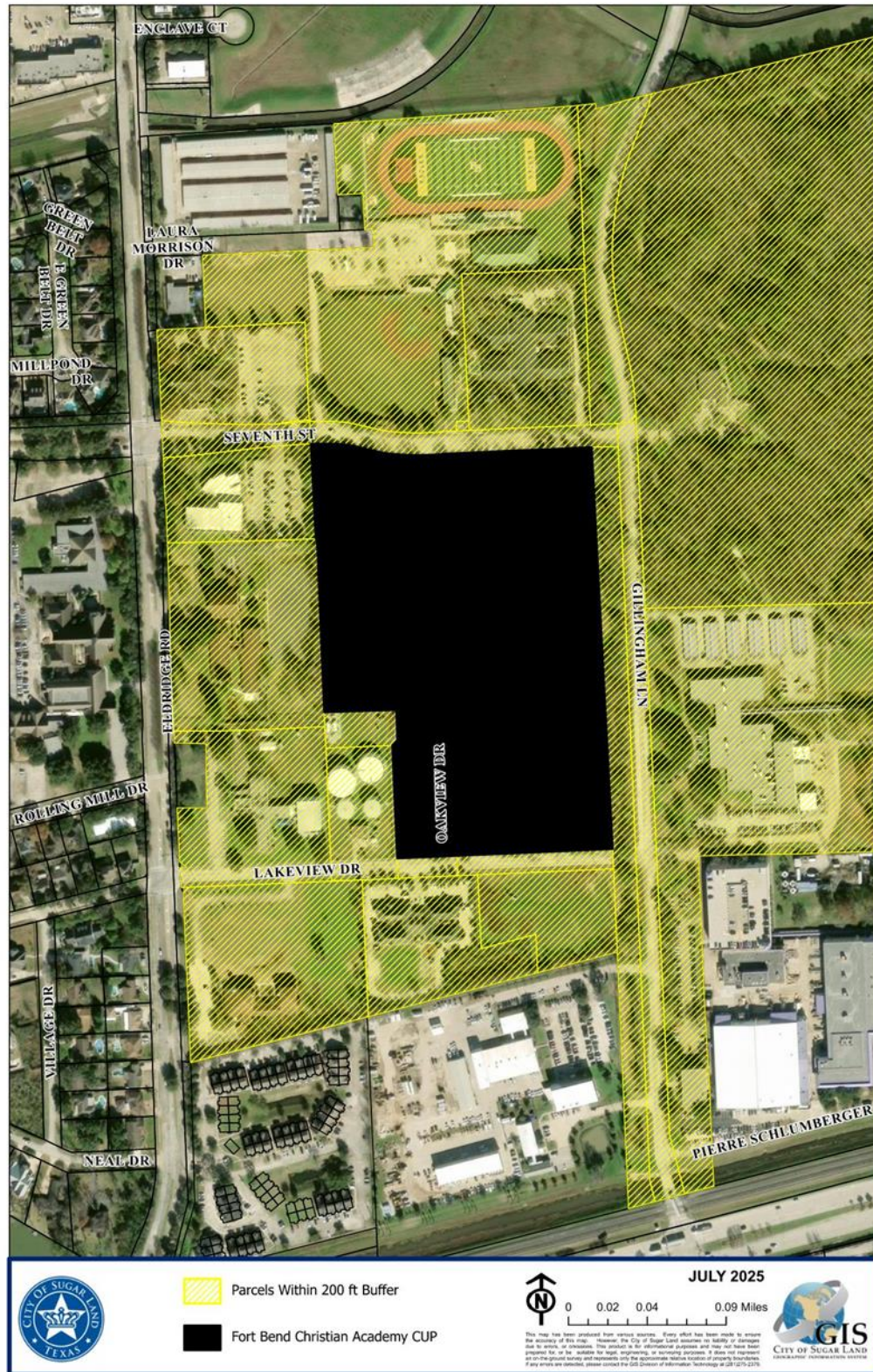
ZONING MAP



FUTURE LAND USE MAP EXCERPT



PUBLIC HEARING NOTIFICATION MAP



April 9, 2025

Jessica Echols, Planner II
Department of Planning & Development
City of Sugar Land City Hall
2700 N Town Center Blvd
Sugar Land, TX

RE: Update of Fort Bend Christian Academy CUP

Jessica, Fort Bend Christian Academy is seeking to update the CUP which was approved in July of 2001. The school would like the revised CUP to include an expansion of the school onto a parcel to the west of the existing building that was not included in the approved CUP.

The new addition will alleviate the current shortage of classrooms. Currently teachers have no off period in their classrooms and some classes have been forced to meet in the cafeteria. Grades 6 and 7 will be moving to the new building, allowing some of their classrooms to be used for enrichment activities such as dance and theater. The addition will provide larger and enhanced Science Labs and provide a new Commons Area. The current enrollment is 508. The new addition will raise the capacity to 570 students.

We appreciate your help in this process!

Sincerely,



William H. Merriman





City Council Agenda Request September 2, 2025

Agenda Request No: IX.B.

Agenda of: City Council Meeting

Initiated by: Jessica Echols, Senior Planner

Presented by: Jessica Echols, Senior Planner

Responsible Department: Planning and Development Services

Agenda Caption:

PUBLIC HEARING 5:30 P.M.: Receive and hear all persons desiring to be heard on the proposed Conditional Use Permit for the establishment of a Private School (Elementary, Middle, and High) at 800 Brooks Street and 802 Brooks Street, further described as 6.0024 acres located in the S.M. Williams League, A-97 and 17.1949 acres located in the S.M. Williams League, A-97 and Alexander Hodge League, A-32, Fort Bend County, Texas located west of Brooks Street.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2380:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, GRANTING A CONDITIONAL USE PERMIT FOR A PRIVATE SCHOOL (LOGOS PREPARATORY ACADEMY) LOCATED AT 800 BROOKS STREET AND 802 BROOKS STREET WITHIN A BUSINESS OFFICE (B-O) ZONING DISTRICT.

Recommended Action:

Hold a Public Hearing and First Reading of Ordinance No. 2380 for a Conditional Use Permit for the establishment of a Private School (Elementary, Middle, High) at 800 and 802 Brooks Street.

Executive Summary:

This request is for a Conditional Use Permit (CUP) for the establishment of a Private School (Elementary, Middle, High) on an approximately 23.2 acres site situated west of Brooks Street and south of Camellia Street. The subject site is zoned Business Office District (B-O), which requires a CUP for Private Schools (Elementary, Middle, High). The area immediately adjacent to the subject property is also zoned B-O, with surrounding land uses including two churches, an independent and assisted living facility, and a drainage ditch.

Logos Preparatory Academy is currently in the process of purchasing land from Faith Lutheran Church (5.77 acres) and The Bridge (17.1949 acres) for the development of a new school campus. The school currently leases facilities from Faith Lutheran Church for their primary school and uses the existing gymnasium building for athletics. The proposed CUP would allow for

Phase 1 of the development, which includes the construction of a three-story, ~60,000 sq. ft. academic building; a one-story, ~8,000 sq. ft. cafeteria and outdoor pavilion; a multi-purpose play field; surface parking; detention facilities; and an interior renovation of the existing gym building. Subsequent phases of development will require a new CUP.

The Planning & Zoning Commission held a Public Hearing followed by Consideration and Action at their July 8, 2025, meeting. No members of the public spoke, and the Commission voted 6-1 to recommend approval to Members of City Council with the following conditions:

- The site will be developed in accordance with the attached Site Plan and Circulation Plan.
- The maximum number of students on site at any time is 596.
- A directional indicator, such as a north arrow, will need to be added to the site plan.

City Council will hold a Public Hearing and First Reading of Ordinance No. 2380 on September 2, 2025, followed by Second Reading at a subsequent meeting. At this time of item creation, staff has not received any comment forms for the City Council meeting; however, staff is aware of opposition to the request, with primary concerns regarding school traffic and parking. Staff and the Planning & Zoning Commission recommend approval of Ordinance No. 2380 to grant a Conditional Use Permit for the establishment of a Private School (Elementary, Middle, High) in the Business Office District (B-O) at 800 and 802 Brooks Street.

Due to public concerns regarding school parking, staff has recommended that the following condition be added to the CUP ordinance. It should be noted that City Council may impose additional conditions to ensure the property is developed as proposed and mitigate any mitigate any negative impacts on the surrounding area.

- A minimum of 175 parking spaces shall be provided on-site and through shared parking agreements with Faith Lutheran Church and The Bridge. Student drivers shall be required to obtain and display a parking permit sticker issued by the school.

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

Account Number (ORG-OBJ-Project): n/a

Attachments

1. Ordinance No. 2380
2. Staff Report

3. Request for CUP Letter
4. School Renderings

ORDINANCE NO. 2380

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, GRANTING A CONDITIONAL USE PERMIT FOR A PRIVATE SCHOOL (LOGOS PREPARATORY ACADEMY) LOCATED AT 800 BROOKS STREET AND 802 BROOKS STREET WITHIN A BUSINESS OFFICE (B-O) ZONING DISTRICT.

WHEREAS, Logos Preparatory Academy has applied for a conditional use permit for a Private School (Elementary, Middle, High), located at 800 Brooks Street and 802 Brooks Street, further described as 23.1973 acres of land consisting of 6.0024 acres located in the S.M. Williams League, Abstract No. 97 being part of the Faith Lutheran Church Site, and 17.1949 acres located in the S.M. Williams League, Abstract No. 97 and the Alexander Hodge League, Abstract No. 32, being a part of the South Tract Reserve 2, the south part of South Tract Reserve 3 and all of Char Lake Reserve D of Highway 90A Commercial Park, located within a Business Office (B-O) zoning district; and

WHEREAS, the Planning and Zoning Commission recommends the permit be approved; NOW, THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

Section 1. That a conditional use permit for a Private School (Logos Preparatory Academy) is granted for the property located at 800 Brooks Street and 802 Brooks Street, further described as 23.1973 acres of land consisting of 6.0024 acres located in the S.M. Williams League, Abstract No. 97 being part of the Faith Lutheran Church Site, and 17.1949 acres located in the S.M. Williams League, Abstract No. 97 and the Alexander Hodge League, Abstract No. 32, being a part of the South Tract Reserve 2, the south part of South Tract Reserve 3 and all of Char Lake Reserve D of Highway 90A Commercial Park, located within a Business Office (B-O) zoning district.

Section 2. That the permit is subject to the following conditions:

1. The site must be developed in accordance with the Site Plan and Traffic Circulation Plan, attached to and incorporated into this ordinance by reference.
2. The maximum number of students permitted on site at any time is 596.

Section 3. That the premises must be developed, operated, and maintained in accordance with the ordinances of the City of Sugar Land and in accordance with the following Exhibits. If there is a conflict between a provision of this ordinance and a provision of the Code of Ordinances or the Sugar Land Development Code, the more stringent provision controls.

Exhibit A – Site Plan

Exhibit B – Traffic Circulation Plan

Section 4. That any person found guilty of intentionally violating this ordinance will be fined not more than \$2,000 for each offense.

APPROVED on first consideration on _____, 2025.

ADOPTED upon second consideration on _____, 2025.

Carol W. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

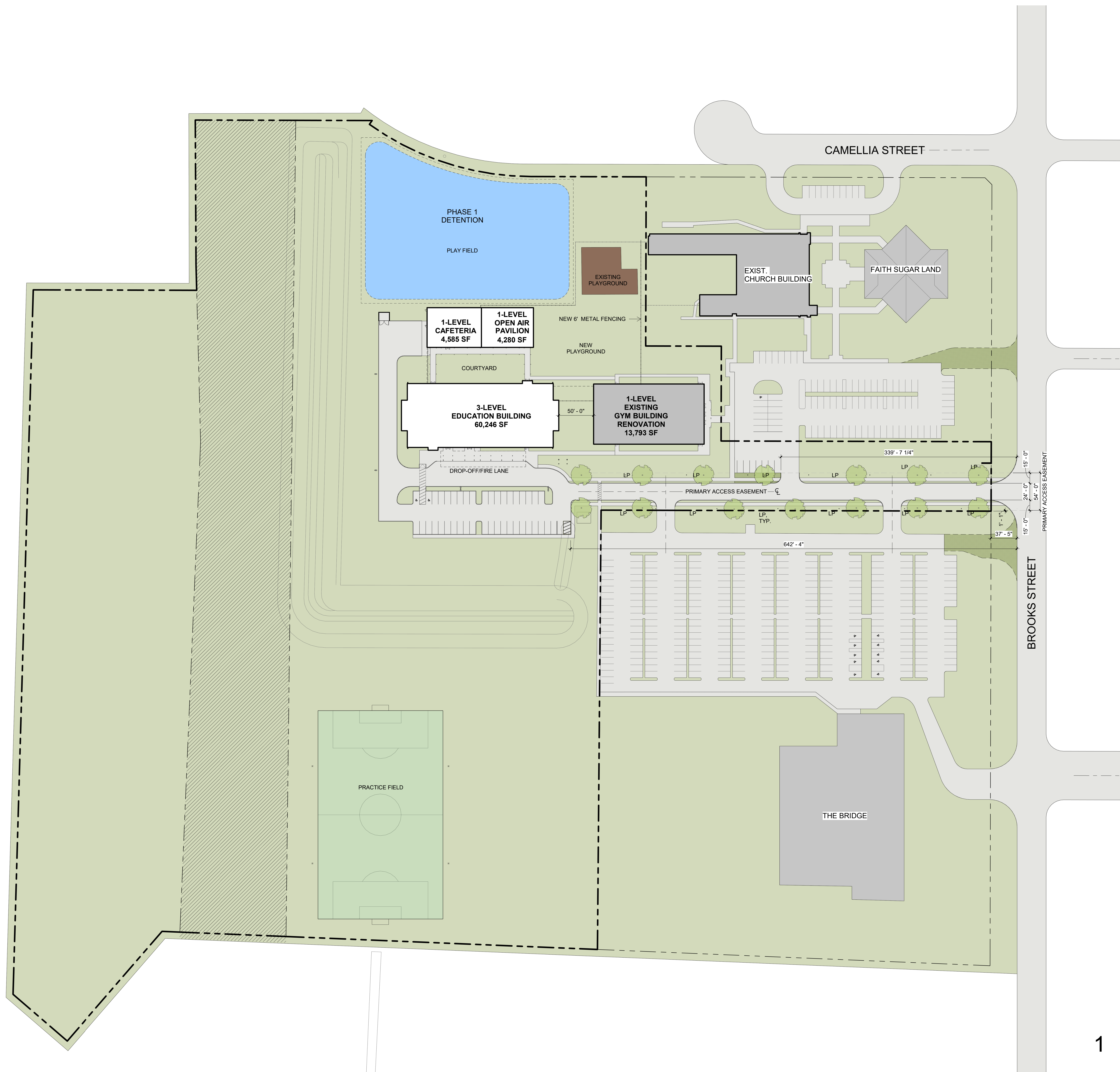
APPROVED AS TO FORM:



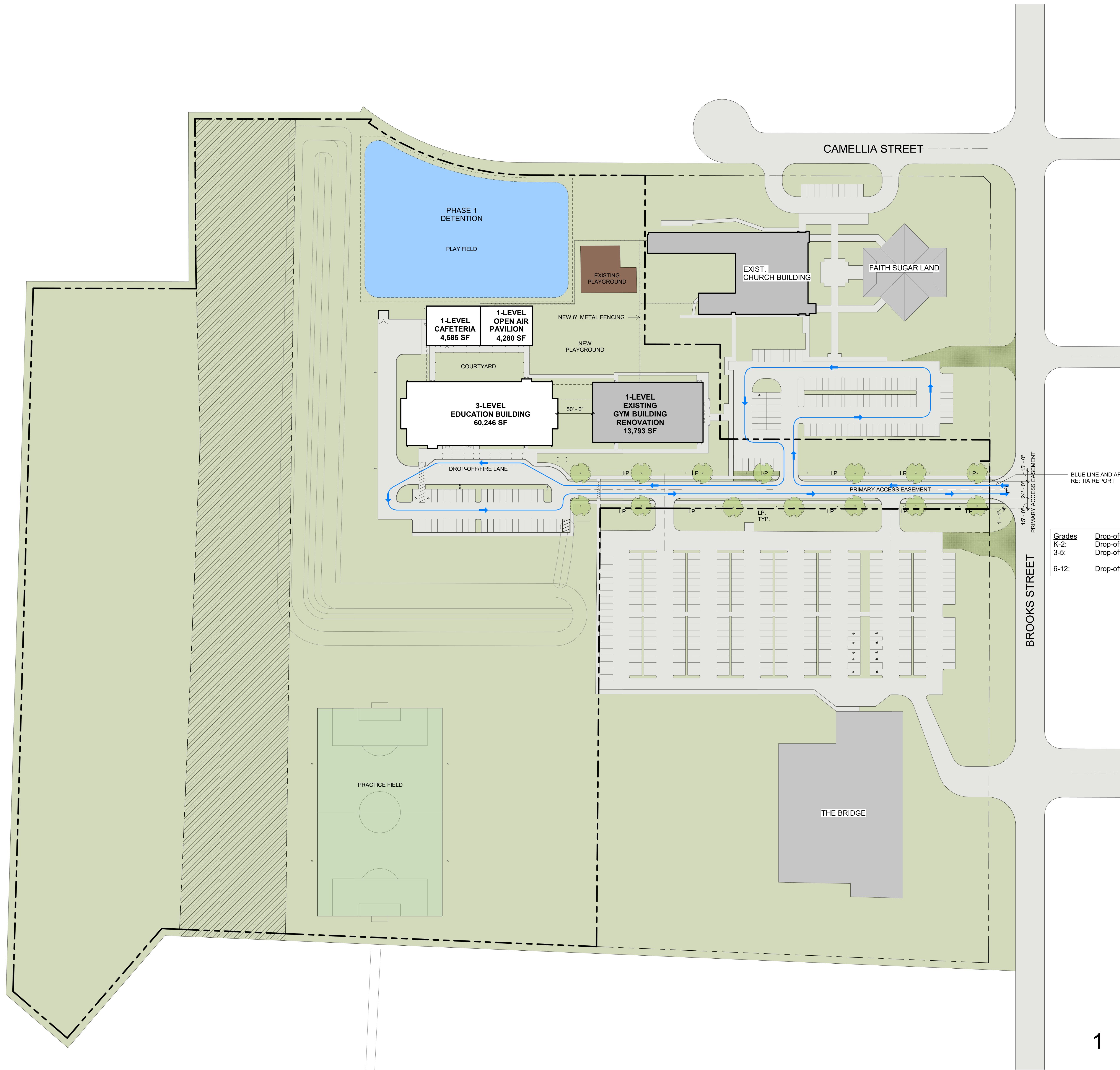
Attachments:

Exhibit A – Site Plan

Exhibit B – Circulation Plan



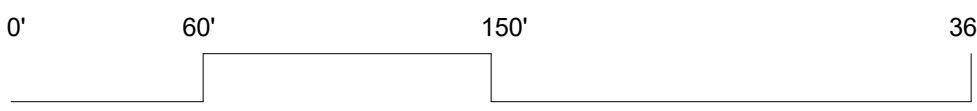
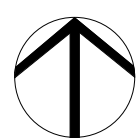
1 SITE PLAN
1" = 60'-0"



BLUE LINE AND ARROWS REPRESENT SITE CIRCULATION.
RE: TIA REPORT

Grades	Drop-off/Pick-up
K-2:	Drop-off starts at 7:45 am, school commences at 8:15 am, and concludes at 2:45 pm. (T-Th)
3-5:	Drop-off starts at 8:00 am, school commences at 8:30 am, and concludes at 3:55 pm. (T-Th)
6-12:	Drop-off starts at 7:45 am, school commences at 8:15 am and concludes at 3:10 pm. (M-W-F)

1 SITE CIRCULATION
1" = 60'-0"



LOGOS PREPARATORY ACADEMY CUP

This request is for a Conditional Use Permit (CUP) for the establishment of a Private School (Elementary, Middle, High) on an approximately 23.2 acres site situated west of Brooks Street and south of Camellia Street. The subject site is zoned Business Office District (B-O), which requires a CUP for Private Schools (Elementary, Middle, High). The area immediately adjacent to the subject property is also zoned B-O, with surrounding land uses including two churches, an independent and assisted living facility, and a drainage ditch.

Logos Preparatory Academy is currently in the process of purchasing land from Faith Lutheran Church (5.77 acres) and The Bridge (17.1949 acres) for the development of a new school campus. The school currently leases facilities from Faith Lutheran Church for their primary school and uses the existing gymnasium building for athletics. The proposed CUP would allow for Phase 1 of the development, which includes the construction of a three-story, ~60,000 sq. ft. academic building; a one-story, ~8,000 sq. ft. cafeteria and outdoor pavilion; a multi-purpose play field; surface parking; detention facilities; and an interior renovation of the existing gym building. Subsequent phases of development will require a new CUP.

Currently, the school operates across two campuses, with the kindergarten through second grade program at Faith Lutheran Church and the remaining grades off-site at Sugar Creek Baptist Church (13223 Southwest Freeway). Current enrollment between both campuses is 595 students, with 108 kindergarten through second grade students at the Faith Lutheran Church campus. The expected enrollment for the new campus is 976 students; however, not all students will be present on campus simultaneously. The academic schedule is split between Monday-Wednesday-Friday classes and Tuesday-Thursday classes. The highest student presence is expected on Monday-Wednesday-Friday, with a maximum of 596 students on campus during those days.

The required parking ratio for Private Schools is 1:20 students for elementary and middle schools, and 1:4 students for high schools. Logos Preparatory Academy proposes to construct a surface parking lot on site and enter into shared parking agreements with Faith Lutheran Church and The Bridge to utilize their surplus parking spaces to meet the minimum parking requirements. These agreements will be required as part of the site plan package submittal. A preliminary parking analysis for the CUP verified

that both churches have more parking spaces than required, allowing the school to meet its minimum parking requirement through shared use. A final analysis will be completed during the site plan package review.

The campus will be accessed from Brooks Street, a major collector roadway, via a proposed Primary Access Easement, which is a privately owned and maintained route that provides access from a street to one or more lots. The existing curb cut serving Faith Lutheran Church's parking lot along Brooks Street is proposed to be removed, with access to be provided through the Primary Access Easement. Additionally, the northern curb cut to The Bridge's parking lot is proposed to be removed, while the southern curb cut aligned with Ken Hall Boulevard will remain open.

As part of the CUP application, a Traffic Impact Analysis (TIA) was submitted and reviewed to identify the effect of the proposed development on the City's adjacent transportation system including capacity, level of services, and safety. The study analyzed traffic impacts based on projected morning and afternoon peak period traffic conditions once the proposed private school development is constructed and occupied. The areas analyzed by the TIA included Brooks Street at Azalea Street/Matlage Way, Brooks Street at Bluebonnet Street, Brooks Street at Camelia Street, Brooks Street at Dogwood Street, and Brooks Street at Ken Hall Boulevard. The study found that the increase in site-generated traffic will not significantly affect operations at the examined locations.

The proposed traffic circulation plan was included and reviewed as part of the TIA. It was designed to ensure queueing for morning drop-off and afternoon pick-up will take place on site, with the Faith Lutheran Church parking lot being utilized to prevent any overflow onto Brooks Street. Staff has thoroughly examined the site plan and has found the proposed circulation plan sufficient for drop-off and pick-up queueing. Therefore, the City of Sugar Land has reviewed and concurred with the Traffic Impact Analysis (TIA).

This property is identified in the Future Land Use Plan as "Neighborhood Commercial & Services." This category consists of conventional car-oriented retail and services, such as small offices, religious institutions, and other low impact commercial uses that serve local neighborhoods. A portion of this property is also categorized as "Parks and Open Space," which applies to regional parks and other

open spaces of city wide significance which are expected to remain as open space, such as golf courses and large linear greenways along major drainage channels and significant detention facilities.

PLANNING & ZONING COMMISSION RECAP

At the July 8, 2025, meeting, the Planning & Zoning Commission (P&Z) held a Public Hearing, at which no speakers were present, followed by Consideration and Action on the proposed CUP. Commissioners asked several clarifying questions of staff and the applicant, primarily regarding the proposed circulation plan, Brooks Street traffic conditions, school operations, student parking, and Public Hearing notifications. After their questions were addressed, the Commission voted 6-1 to recommend approval of the proposed Conditional Use Permit to Members of City Council with the following conditions:

- The site will be developed in accordance with the attached Site Plan and Circulation Plan.
- The maximum number of students on site at any time is 596.
- A directional indicator, such as a north arrow, will need to be added to the site plan.

Following the P&Z meeting, the City Council Public Hearing was scheduled for August 5, 2025. Public Hearing notices were mailed to property owners within 200 feet of the subject site and published in the newspaper. However, after the notifications were sent out, the applicant considered modifications to the P&Z recommended Site Plan and Circulation Plan, which triggered updates to the Traffic Impact Analysis (TIA) and warranted a second Consideration and Action by the Commission.

Due to the additional meetings and subsequent delay in the CUP approval timeline, the applicant decided to proceed with the original Site Plan and Circulation Plan as recommended for approval by P&Z (July 8, 2025), incorporating only minor updates to address the Commission's comments and conditions – adding a north arrow and including additional walkways and crosswalks between the parking areas and the proposed academic building on the plans. The updated Site Plan and Circulation Plan are included in proposed Ordinance No. 2380 as exhibits.

Due to public concerns regarding school parking, staff has recommended that the following condition be added to the CUP ordinance. It should be noted that City Council may impose additional conditions to ensure the property is developed as proposed and mitigate any negative impacts on the surrounding area.

- A minimum of 175 parking spaces shall be provided on-site and through shared parking agreements with Faith Lutheran Church and The Bridge. Student drivers shall be required to obtain and display a parking permit sticker issued by the school.

PUBLIC HEARING NOTICE

The Notice of Public Hearing was published in a newspaper of general circulation and posted on the City of Sugar Land's Public Hearings webpage. All property owners within 200-feet of the subject property were notified via mailers and a courtesy Public Hearing sign was placed on the property along Brooks Street. A map of properties within the 200-foot notification boundary is included at the end of this report. Notification of the Public Hearing was also provided to the Brookside Belknap Civic Association. The Public Hearing notice included a link to an online form that can be submitted to provide comments in advance of the meeting. At the time of writing this report, staff has not received any comment forms.

Following the July 8, 2025, P&Z meeting, staff received two general inquiries regarding the proposed CUP via 311 tickets. The first caller had questions about the location of the new curb cut along Brooks Street and expressed concerns about increased traffic and school parking. The second caller also had concerns regarding increased traffic, specifically traffic generated by after school events and the need for officers to provide traffic control. At the August 5, 2025, City Council meeting, multiple residents from the neighborhood across Brooks Street attended to speak in opposition of the request. Staff informed them that the Public Hearing had been pulled from the agenda and would be readvertised for the City Council meeting on September 2, 2025. Their primary concerns included increased traffic along Brooks Street, which could affect their ability to exit their neighborhood, and high school students potentially parking on neighborhood streets.



NOTICE OF PUBLIC HEARING

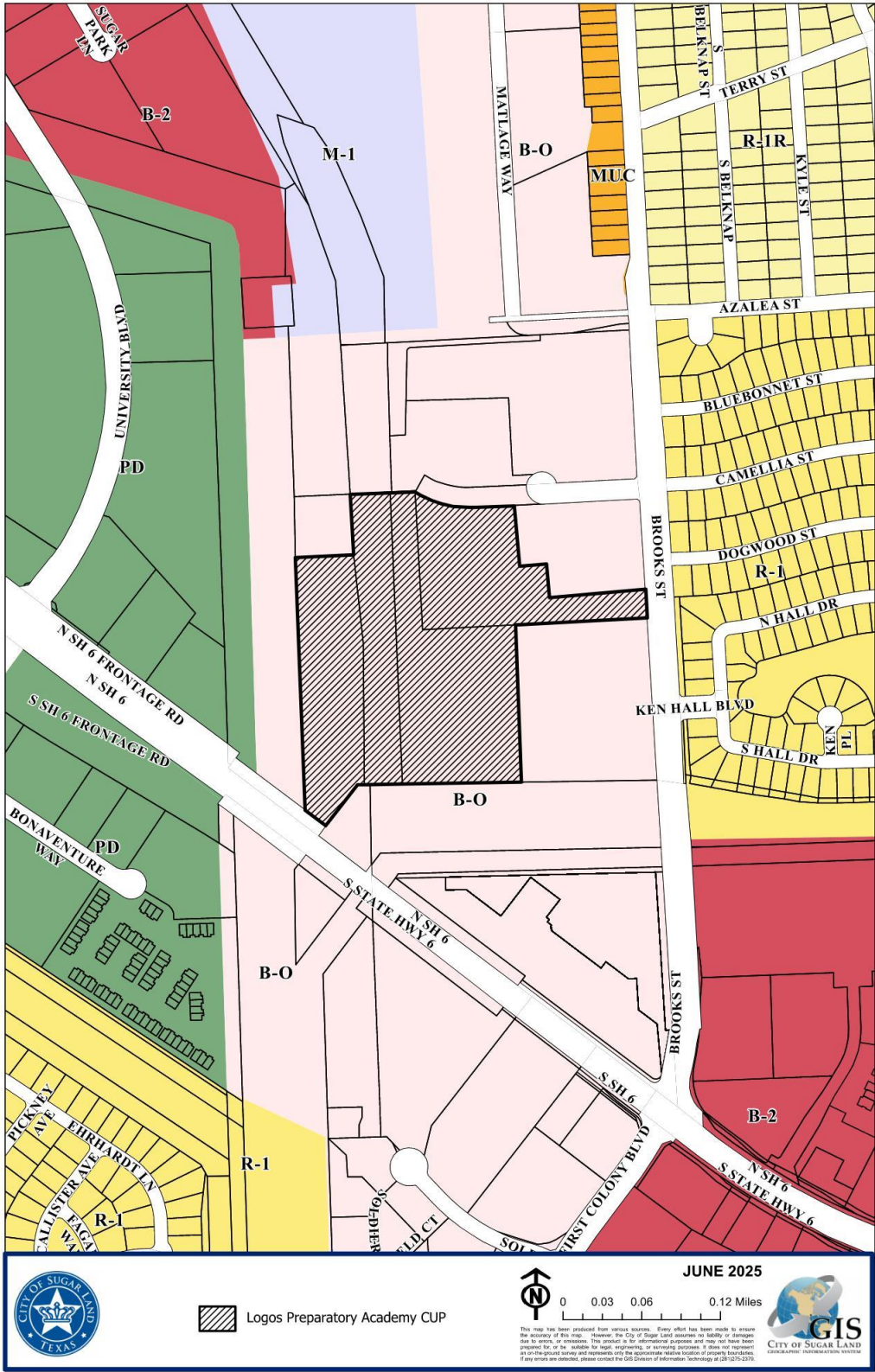
PROPOSED CONDITIONAL USE PERMIT FOR THE ESTABLISHMENT OF A PRIVATE SCHOOL (ELEMENTARY, MIDDLE, AND HIGH) ON APPROXIMATELY 23.2 ACRES AT 800 BROOKS STREET AND 802 BROOKS STREET

City Council Public Hearing 5:30 p.m., September 2, 2025, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North, hosted via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live>, and Sugar Land Comcast Subscribers can also tune-in on Channel 16, to hear all persons interested in the proposed Conditional Use Permit for the establishment of a Private School (Elementary, Middle, and High) at 800 Brooks Street and 802 Brooks Street, further described as 6.0024 acres located in the S.M. Williams League, A-97 and 17.1949 acres located in the S.M. Williams League, A-97 and Alexander Hodge League, A-32, Fort Bend County, Texas located west of Brooks Street.

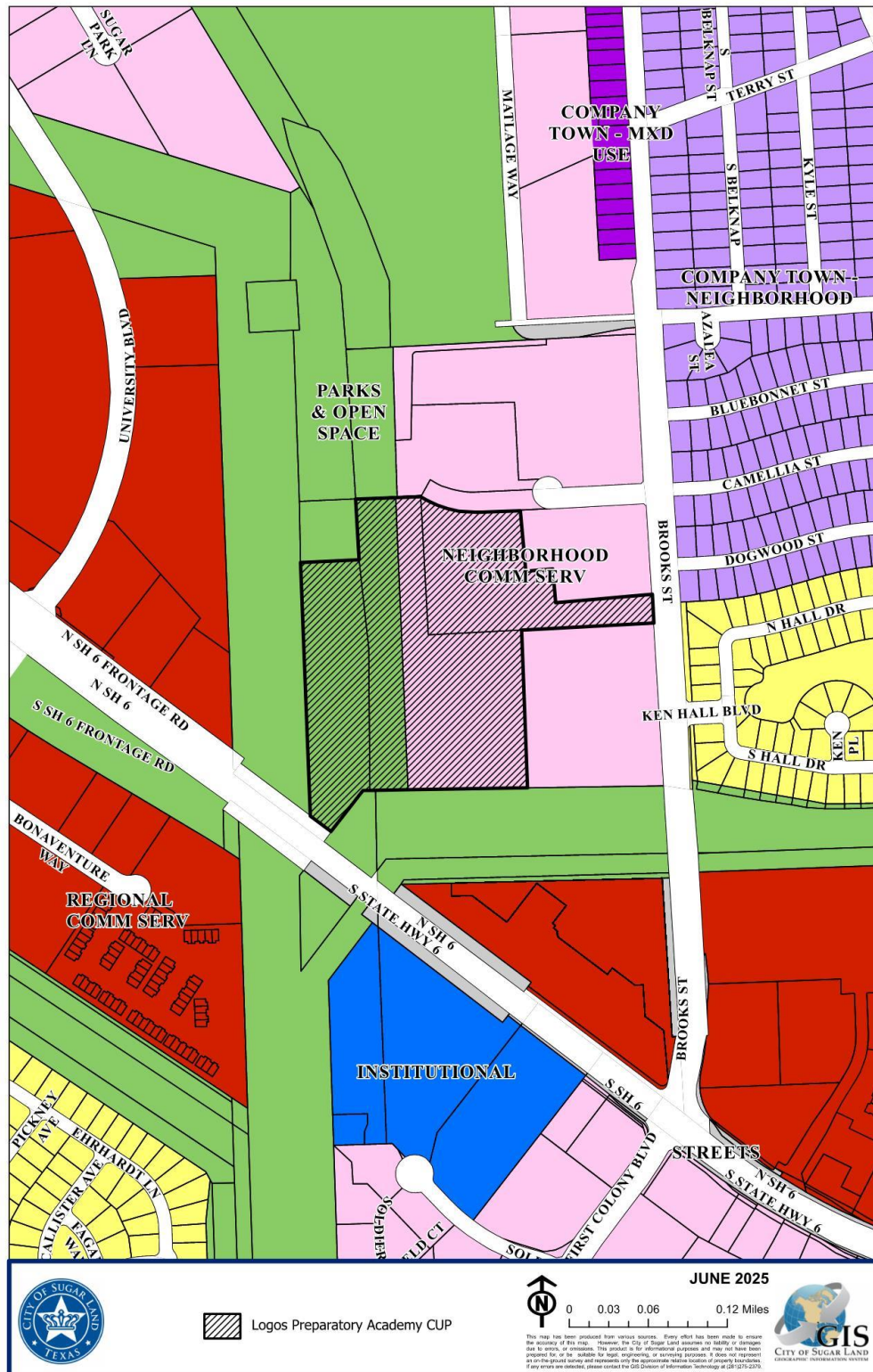
The proposed CUP would allow for the construction of a 3-story, ~60,000 sq. ft. academic building; a 1-story, ~9,000 sq. ft. cafeteria and outdoor pavilion; a multi-purpose play field; surface parking; detention facilities; and an interior renovation of the existing gym building.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under "Meeting Agendas" City Council no later than Wednesday, August 27, 2025. Request details or provide feedback on the proposed Conditional Use Permit online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Planning & Development Services Department at (281) 275-2218.

VICINITY MAP



FUTURE LAND USE MAP EXCERPT



Conditional Use Permit

Applicant Request Letter

LOGOS PREPARATORY ACADEMY

March 2025



Items on **BOLD** on page 5 address CoSL comments to the CUP.

Re: CUP-2025-003

Name	Logos Preparatory Academy
Founded	2006
Location	Sugar Land, Texas
Grades	K - 12
Enrollment - Current	595
Enrollment - Future	976
Mission	We partner with, strengthen, and equip Christian families and students through quality education using Biblical values for the glory of God.
Vision	Families and students making an impact for Christ
Core Value	Faith, Family, Community, Integrity, Excellence, Discipleship

Overview

Logos Preparatory Academy (LP), located in Sugar Land, Texas, is one of the nation's largest K-12 University-Model® (UM) schools and offers students a family-centric Christian environment with a rewarding college preparatory education. For the past 19 years, LP has successfully educated thousands of students using rented facilities from churches in Fort Bend County. Now serving 595 students and with a growing demand for enrollment, Logos Prep is facing overcrowding in classrooms and athletic spaces. For this reason, LP wishes to embark on building a new permanent home for its school. Future facilities will include new academic areas for students and athletic spaces for student-athletes.

History

LP opened its doors in 2006 with the vision of bringing the University -Model® of education to Fort Bend County. During the nineteen-year history of the school, it has operated out of various churches around Fort Bend County. LP first opened as a tenant of First Colony Bible Chapel. Unexpected interest in the new school meant that, at just over 200 students, LP would max out its space within one year. Twenty-five percent growth in year two made it abundantly clear that a year three at First Colony Bible Chapel would not be feasible. Growing by another 31% in year three, LP approached Sugar Creek Baptist Church (SCBC) and was offered lease space on its campus. During the next two years, the school grew by another 32% resulting in the need for even more additional space. The answer was to find an alternative location for its growing Kindergarten through the second-grade program. In 2013-14, the school's youngest students moved to leased space at Faith Lutheran Church in Sugar Land. Today, enrollment has blossomed to 595, and LP again needs more classroom and athletic space.

Vision and Mission

LP is committed to its vision of “Families and students making an impact for Christ.” This commitment can be seen in all aspects of education, ensuring students graduate as purpose seekers, versatile learners, discerning decision makers, courageous influencers, effective communicators, and community builders.

At LP, the vision is an ideal reinforced by its mission, “We partner with, strengthen, and equip Christian families and students through quality education using Biblical values for the glory of God.” The mission is carried out through purposeful teaching that promotes academic excellence, critical thinking, and imparting a Biblical worldview.

The school’s name and shield are displayed throughout campus and serve as a reminder that Jesus is The Word. The term “Logos” is Greek for “word.” The school crest represents the shield of faith, the Word of God, the Sword of the Spirit, and the Lion of Judah. The Bible verse John 1:1 reads, “In the beginning was the Word, and the Word was with God, and the Word was God.”

Through the shared values of faith, family, community, integrity, excellence and discipleship that LP is able to live out its mission and vision.

Christian faith is integrated into all aspects of the LP experience, including academics, athletics, student life activities, service to others and more. The LP educator seeks to partner with families and churches to impart Christian values and encourage each student’s Christian Faith.

Partnership with families is a distinct difference between LP and many other school communities. Family is a school core value because the school recognizes that strong families create strong children who then form strong societies. LP gives time back to families so that parents may do the important work of imparting their values to their children while building bonds for a lifetime.

Community is strengthened when families are strengthened. The students and families of Logos Prep are encouraged to serve and be present both in the school community and within the greater community in which they live. Students at LP understand their responsibility to others when living in community.

Integrity is a value often claimed and rarely lived out. At LP, students are taught to live courageously, and choose wisely even when no one is watching. Living with integrity leads to living with excellence.

The core value of excellence is taught at LP using the visual cue of a plumb line. Just as the carpenter's plumb line measure the depth and uprightness of a thing, LP students are reminded that there is a measure of excellence and standards of living that create lives lived in excellence.

Every core value at LP is taught through a spirit of discipleship. LP students are loved well, have adults modeling the LP values, and are taught to live as followers of Jesus Christ. It is LP's desire that students grow to be learners and disciples all of their days.

Current Challenges

LP has grown from a small start-up school to an established school earning awards and accolades. For this reason, the community's need and appreciation for LP's educational offerings have grown. The school's current enrollment is 595 students, and it expects to grow to over 600 students next school year. Because of space limitations, the school is forced to waitlist many deserving students seeking an LP education.

In addition to its need for additional space, LP recognizes the risk of continuing to lease space in shared facilities and the wasted cost of investing in someone else's facilities. Fortunately, LP has enjoyed healthy relationships with its landlords throughout the years. Still, LP is not guaranteed any time beyond its current leases, both of which expire by August 2025. Relocating any part of its program on short notice would likely prove impossible without dramatically altering the school. Temporary tenancy in shared space on the property of multiple churches with whom the school is not otherwise associated creates a significant strategic threat. It also inhibits LP's ability to offer a robust school program and maximize all aspects of those programs.

While LP has run an excellent academic program, producing results that rival or exceed the best public and private schools in the area, the school's leased facilities have always lacked much-needed athletic fields and courts, performing arts spaces, and science labs. These specialty spaces require a significant investment which, in a leased space, will be wasted when the school leaves. In addition, LP has severely restricted how and when it can use the facilities, including classrooms. This creates insurmountable challenges for the school in establishing the consistent excellence desired in its programs. A permanent campus would address these issues by eliminating the strategic risk of sudden homelessness, accommodating sustained enrollment growth, and affording expanded program offerings. Additionally, by owning its facilities, LP will ultimately be better stewards of tuition dollars.

Additionally, LP desires to add a high-quality preschool program to its already flourishing school to better serve the families and students in the Fort Bend area.

Master Plan Site Plans and Use

In the spring of 2022, the School Board began the search for property to fit the growing needs of the school. When the exploration was launched, it was essential to keep the school close to its current location and that the acreage be large enough to build a school equipped for a PreK through grade 12 school with a maximum population of **976 students** (approximately **376** more students than currently enrolled at LP today). The land must fit classroom space and other critical ancillary rooms like a lunchroom, library, science labs, art rooms, maker space, flex space, theater, and gymnasiums. Additionally, outdoor fields for football, baseball, track and field, and playground space are also needed to eliminate the need for rented field space. Lastly, the need for space for students to gather as a community for discussion groups and group work is essential. **All amenities listed above are for the completion of Logos overall Master Plan, which will be built out in future phases. Below addresses the components in the first phase of work (Phase 1) under 'Conditional Use Permit'.**

Conditional Use Permit

To aid in their new permanent home and future growth, LP has an agreement with property owners to purchase a total of 23.2 acres of land from Faith Lutheran Church at 800 Brook Street and The Bridge (First Baptist Church of Sugar Land) at 802 Brook Street. These properties both lie within zoning district B-O (business office), so a Conditional Use Permit (CUP) is required to begin building the new school campus within this district. Currently LP leases facilities from Faith Lutheran for their Primary School and uses the existing on-site gymnasium building for athletics.

This CUP will cover the Phase 1 scope of work. Phase 1 will consist of surface parking, a multi-purpose play field, a new academic building with an adjacent cafeteria and pavilion, and required surface detention for the new impervious areas. The proposed structures will be a 60,000 s.f. 3-story (20,000 s.f. per floor) academic building and an adjacent 8,000 s.f. pre-engineered building with half of that space being conditioned for their cafeteria and the other half serving as an outdoor pavilion. The existing gym building will be lightly modified to address LPs program needs. Surface parking will be included to support the school as well as athletic programs at the multi-purpose field and renovated gymnasium. Surface detention will also be included in this phase of work and positioned to the north of the cafeteria and pavilion building.

A Traffic Impact Analysis (TIA) has been completed for the property and is attached as an exhibit.

Land Purchase Agreement

Currently, Logos is finalizing the purchasing of the 23.2 acres of land from Faith Lutheran Church and The Bridge. It is anticipated that Logos will have a Letter of Intent (LOI) from Faith Lutheran and a Purchase & Sale Agreement from The Bridge in the coming weeks. The City of Sugar Land suggests Logos obtain letters from

both Faith Lutheran and The Bridge stating these agreements if they are not finalized at the time of the CUP submission.

Primary Access Easement

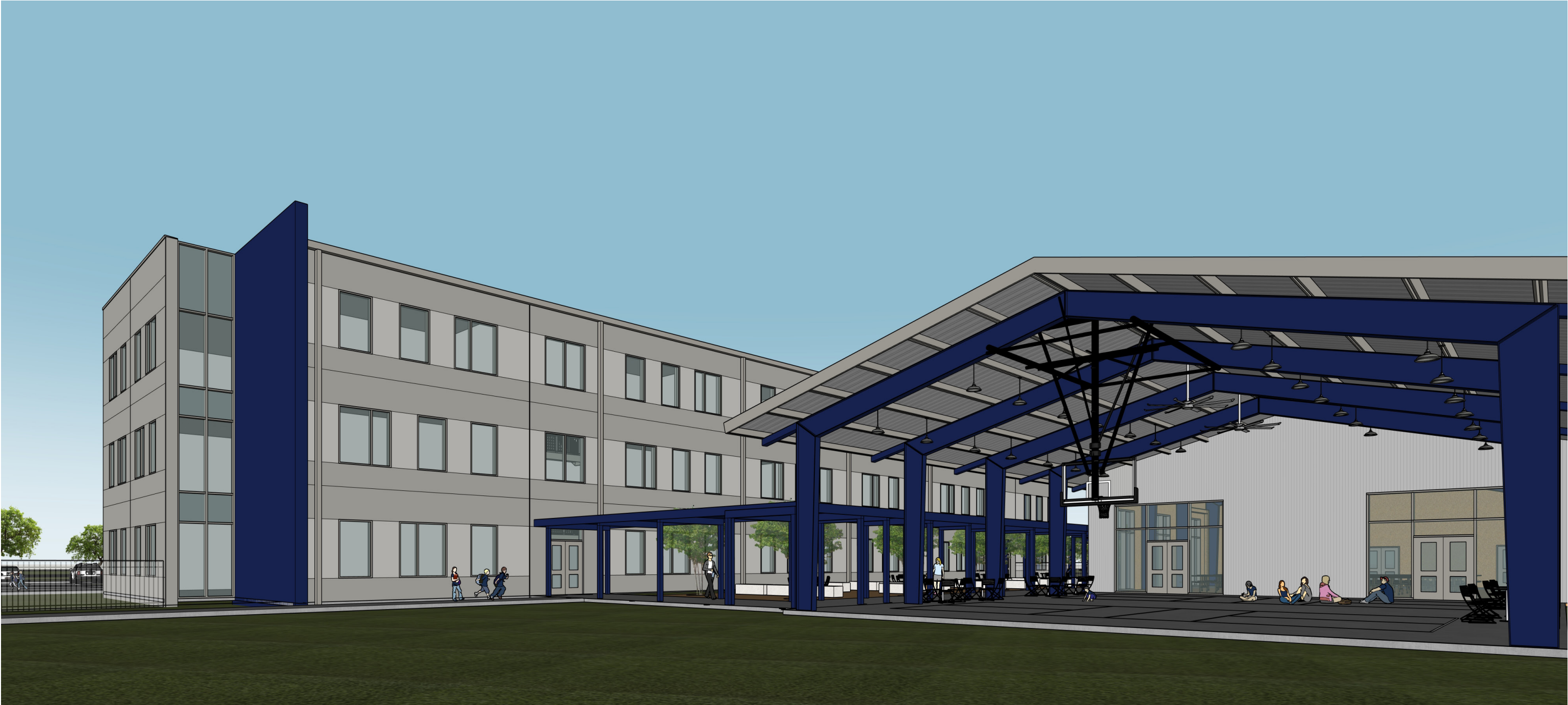
With Logos new proposed home being uniquely situated within the property, a Primary Access Easement will be required to access the site. This proposed PAE has been reviewed with the City of Sugar Land in a pre-development meeting and subsequent follow up meetings. See site plan exhibit for location of the proposed PAE.

PERSPECTIVE | SOUTH VIEW



VIEW FROM SOUTH EAST

PERSPECTIVE | NORTH VIEW



VIEW FROM NORTH EAST

SITE | MULTI-PURPOSE FIELD





City Council Agenda Request September 2, 2025

Agenda Request No: IX.C.

Agenda of: City Council Meeting

Initiated by: Mike Martinez, Budget Manager

Presented by: ShaLae Steadman, Director of Budget

Responsible Department: Budget

Agenda Caption:

PUBLIC HEARING 5:30 P.M.: Receive and hear all persons desiring to be heard on the proposed Ordinance No. 2382 adopting a revised fee schedule by amending Chapter 2, Article V, Division 4 (Fees for Various City Services) and Chapter 5, Article VIII, Division 3 (Rates and Charges), Sections 5-246 - 5-265 of the Code of Ordinances, and other matters related thereto.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2382:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS ADOPTING A REVISED FEE SCHEDULE BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 (FEES FOR VARIOUS CITY SERVICES), CHAPTER 5, ARTICLE VIII, DIVISION 3 (RATES AND CHARGES), SECTIONS 5-246-5-265, CHAPTER 5, ARTICLE VIII, DIVISION 12 (MUNICIPAL DRAINAGE UTILITY SYSTEM), SECTION 5-413, AND CHAPTER 5, ARTICLE IX, DIVISION 1 (FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE FEES ESTABLISHED) OF THE CODE OF ORDINANCES, AND OTHER MATTERS RELATED THERETO.

Recommended Action:

Conduct a Public Hearing and Approve on First Reading Ordinance No. 2382, amending fees for various city services.

Executive Summary:

Background

As directed by the Council adopted Financial Management Policy Statements (FMPS), the Budget Office annually reviews the City's fees for various services to ensure they accurately reflect market conditions and makes recommendations of new fees that may be needed. Charges for services ensure that those who benefit from services are supporting the cost of those services.

Limitations on property taxes mean that user fees are an important resource to the City and help to manage growth in tax bills. The FY26 proposed budget includes increases to existing fees, the addition of some new fees, as well as CPI adjustments to other fees.

Existing Fee Changes

As part of a commitment to financial stewardship, user fees are an important resource to the City and help to manage growth in tax bills. The FY26 budget includes increases to existing fees based on CPI adjustments.

New Fees and Other Adjustments

Parks

Membership rates at the Imperial Park Recreation Center (IPRC) and T.E. Harman Center for residents have been rightsized to reflect a 50% cost recovery over the next 3 years, including a Dual Membership at a 20% discount for residents. Athletic Facilities, including Baseball and Soccer fields, rates reflect a 75% increase over the next 3 years. Tennis Courts, Pickleball Courts, and IPRC Exercise rooms have been added to incur charges at the beginning of the year for non-residents and residents. Lastly, all pavilion sizes for peak and non-peak rentals are expected to increase on average 50% over the next 3 years to recover costs.

Planning and Development

New Fees have been introduced to be imposed, focusing on restructuring, adjusting, and increasing fees to recover the cost of services. Some restructuring fees include Commercial Electrical, Plumbing, and Mechanical fees. Plan Resubmittal fees and Plan revision fees have been identified as a service that can provide additional revenue.

Public Safety Training Complex (PSTC)

New Fee imposed at the PSTC will be available at daily and weekly rates for facility spaces available, including Classrooms, Conex structure, Romper Room, Sim Area, SLPD Legacy Gun Range, and SLFD Fire Field. There is one additional fee associated with the Rental of these facilities, which would be the after-hours fee for the usage of the PSTC.

Airport

New Fees have been introduced to be imposed, focusing on Special Events such as Special Event Deposit by airplane category, dishwashing services, and potable water service. These Special Event Fees were made in preparation for the FIFA World Cup 2026.

Residential Solid Waste Rates

In FY22 City staff finalized a new contract with Republic Services that began in 2023. The contract allows for a yearly increase in the amount equal to the higher of 2.5% or CPI not to exceed 5%. The recommended rate for 2026 is \$22.98, a 5% increase based on CPI, and \$1.09 greater than the current year rate of \$21.88. The 5% increase will also apply to all other listed solid waste fees, including commercial waste fees, rates, and licenses. There is a new monthly fee of \$1 for disaster recovery. This charge will be evident on the monthly billing statement and will be allocated for costs associated with the effects of disasters.

The new rates are effective for bills issued on or after January 1, 2026.

Water Utility Rates

The City utilizes the Integrated Water Resource Plan (IWRP) to evaluate and address the long-term infrastructure and water supply needs of our community. The plan considers the City's ultimate water needs versus costs from sources such as groundwater, surface water, raw and reclaimed water, with a recommended portfolio of resources that is diverse, balanced, and cost-effective. The plan also incorporates the mandated 60% reduction in groundwater usage by 2027, which staff continues to monitor the regulations.

The annual update of the rate model and analysis of the operational and capital needs recommended a maintenance increase of approximately 3% for water rates and approximately 3% for wastewater rates as part of the total water and wastewater bill. The recommended rates will result in an increase of \$3.06 per month to residential utility bills based on 10,000 gallons of water usage.

Overall

Most departments chose to either keep their current fee or adjust according to the CPI of 3.71%. Any changes outside of that were minor administrative changes.

Recommendation

Staff recommends approval of first reading of Ordinance No. 2382. Second reading will be placed on the September 16, 2025 agenda for consideration. All fees and rates are effective January 1, 2026.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): N/A

Attachments

1. Ordianace 2382-FY26 Fee Ordinance FIRST READING v3

ORDINANCE NO. 2382

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS ADOPTING A REVISED FEE SCHEDULE BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 (FEES FOR VARIOUS CITY SERVICES), CHAPTER 5, ARTICLE VIII, DIVISION 3 (RATES AND CHARGES), SECTIONS 5-246-5-265 , CHAPTER 5, ARTICLE VIII, DIVISION 12 (MUNICIPAL DRAINAGE UTILITY SYSTEM), SECTION 5-413, AND CHAPTER 5, ARTICLE IX, DIVISION 1 (FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE FEES ESTABLISHED) OF THE CODE OF ORDINANCES, AND OTHER MATTERS RELATED THERETO.

WHEREAS, on September 2, 2025, the City Council held a public hearing to receive public comments related to the fees contained in this ordinance; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

Section 1. That Chapter 2, Article V, Division 4 (Fees for various city services) is amended to read as follows:

DIVISION 4. - FEES FOR VARIOUS CITY SERVICES

Sec. 2-136. Environmental and Neighborhood Services Fees

The fees set out below are adopted for the city services outlined therein:

(a) *Animal services:*

- (1) Animal impoundment
 - a. First impoundment\$40.00
 - b. Second impoundment...\$50.00
 - c. All subsequent impoundments\$56.00
- (2) Shelter fee (per day)\$22.00
- (3) Dog adoption fee
 - a. Adult.... \$57.00
 - b. Puppy (under 6 mos)\$112.00
- (4) Cat adoption fee
 - a. Adult.....\$40.00
 - b. Kitten (under 6 mos)\$56.00
- (5) Initial Registration—Dangerous dog\$250.00

- Annual Dangerous Dog Renewal fee \$50.00
- (6) Initial Registration Aggressive Animal ...\$250.00
Annual Aggressive Animal Renewal fee.... \$50.00
- (7) Microchip implant fee
 - a. Resident\$17.00
 - b. Non-resident\$22.50

(8) Sterilization fee ... amount charged to City by veterinary

The city manager or their designee may reduce or waive the dog adoption fee, cat adoption fee, or both:

- a. When the cat or dog population exceeds the animal shelter capacity for dogs or cats; or
- b. In connection with intergovernmental or other adoption events that the city manager or their designee determines serves a public purpose.

The reduction or waiver of the dog or cat adoption fee must be uniformly applied.

(b) *Food establishments and inspections:*

- (1) Food establishments, per year:
 - One to four employees\$258.75
 - Five to nine employees\$518.75
 - Ten to 25 employees\$777.75
 - 26 to 50 employees\$1,037.00
 - 51 to 100 employees\$1,296.25
 - 101 or more employees\$1,550.50
- (2) Nonprofit food establishment\$124.50
- (3) Retail frozen dessert manufacturing permit fee\$291.25
- (4) Frozen dessert excess sample fee\$155.50
- (5) Temporary food establishment permit TYPE 1\$41.00
Plus, per day of operation\$26.75
- (6) Temporary food establishment permit TYPE 2\$593.00
- (7) Temporary vendor fee\$22.75
- (8) Food establishment permit special processing fee\$145.25
- (9) Food establishment pre-opening inspection fee\$188.50

- (10) Food establishment construction re-inspection fee\$188.50
- (11) Food establishment operations re-inspection fee
 - First re-inspection \$161.00
 - Second re-inspection \$188.00 or 25% of annual fee (whichever is greater)
 - Third re-inspection \$214.75 or 35% of annual fee (whichever is greater)
 - Fourth re-inspection and any additional re-inspections (each). . . . \$268.25 or 41% of annual fee (whichever is greater)
- (12) Replacement of permit or medallion\$28.75
- (13) Expedited temporary food permit\$32.50
- (c) *Residential rental property license fees:*
 - (1) License for dwelling unit in single-family dwelling or condominium dwelling\$96.75
 - (2) License for multifamily dwelling (per each dwelling unit in the multifamily dwelling)\$10.75
 - (3) Single-family residential rental property license\$96.75
 - (4) First inspection and first re-inspectionNo charge
 - (5) Second re-inspection\$71.75
 - (6) Third and each subsequent re-inspection\$140.00
 - (7) Replacement license\$10.25
 - (8) Late rental license renewal\$36.25
- (d) *Solid waste fees, licenses and rates:*
 - (1) Residential solid waste fees:
 - a. Residential solid waste services\$22.97 /month
 - b. First solid waste cartno charge
 - c. Additional solid waste cart \$8.11 /month
 - d. Recycle carts\$0.00
 - e. Additional recycle cart\$0.00 per cart/month
 - f. Cart exchange fee\$28.94 /cart
 - g. Cart replacement fee\$81.04/cart
 - h. Additional bulk pickup (less than 3 cubic yards) \$156.28 per pickup
 - i. Additional bulk pickup (3-5 cubic yards)\$202.59 per pickup
 - j. Unusual accumulation rate\$173.65 per hour + \$8.11 disposal fee per yard

- k. Disaster Recovery fee\$1.00 per month
- (2) Commercial solid waste fees, rates, and licenses:
 - a. Application for commercial solid waste or recyclable materials operator's license\$500.00
 - b. License fee 10% of the solid waste operator's gross revenues
 - c. Commercial solid waste fees and exclusive franchise rates for collection and disposal of commercial solid waste:

Small Business Collection Rates:		
	Monthly Rate Based on Number of Service Days Per Week	
	1	2
95 Cart	\$26.63	\$31.26

Front End Load Containers:							
	Monthly Rate Based on Number of Service Days Per Week						
	1	2	3	4	5	6	7
2 yard	\$118.11	\$200.75	\$289.06	\$377.31	\$465.57	\$572.43	\$679.31
3 yard	\$124.30	\$219.48	\$314.67	\$409.87	\$505.08	\$618.87	\$732.68
4 yard	\$134.75	\$236.88	\$338.98	\$441.13	\$543.24	\$663.98	\$784.71
6 yard	\$160.55	\$300.75	\$428.58	\$541.35	\$639.09	\$963.61	\$1,157.89
8 yard	\$180.52	\$348.87	\$505.25	\$649.62	\$781.95	\$1,082.70	\$1,403.50
10 yard	\$300.75	\$571.43	\$842.10	\$1,042.60	\$1,253.13	\$1,804.51	\$2,456.14

Front End Load Vertical Compactors:							
	Monthly Rate Based on Number of Service Days Per Week						
	1	2	3	4	5	6	7
4 yard	\$257.95	\$470.55	\$586.38	\$767.37	\$814.43	\$868.74	\$937.49
6 yard	\$374.63	\$705.85	\$878.06	\$1,151.05	\$1,221.65	\$1,303.09	\$1,407.69

Roll Off Container Pricing:				
	Each Haul and Disposal			
	Haul	Disposal	Excess Tonnage (Additional Fee)	Total
Open top:				
Up to 6 tons	\$549.87	Included	-	\$549.87
Over 6 less than 10 tons	\$549.87	\$45.73/per ton	\$45.73/per ton	\$549.87 + \$45.73/per ton + Excess Tonnage Fee, if applicable
Delivery – Open Top	\$202.59			\$202.59
Dry Run	\$289.41			\$289.41
Compactors				
Up to 7 tons	\$619.33	Included	\$45.73/per ton	\$619.33
Over 7 less than 10 tons	\$619.33	\$45.73/per ton	\$45.73/per ton	\$619.33+ \$45.73/per ton + Excess Tonnage Fee, if applicable
Dry Run	\$289.41			\$289.41

Construction & Demolition Roll Off Container Pricing:			
	Each Haul and Disposal Based on Project Size		
	1-10 Hauls	11-50 Hauls	51 + Hauls
20 yard	\$509.36	\$509.36	\$509.36
30 yard	\$549.87	\$549.87	\$549.87
40 yard	\$590.39	\$590.39	\$590.39

Other Fees:	
Extra Lift	\$173.65
Extra Yardage	\$69.46
Relocation	\$173.65

Delivery	\$173.65
Removal	\$173.65
Container Swap Out	\$173.65
Pull Out Fee (10' Max)	\$34.73
Container Lock	\$10.42
Enclosure Lock	\$10.42
Casters	\$17.37
Contamination on Recycle	\$144.70

Roll-off Other Fees:	
Minimum Lift Fee	\$202.59
Dry Run	\$289.41
Delivery	\$202.59
Removal	\$202.59
Relocation	\$202.59

- (3) Liquid waste application and license fees:
 - a. Application for liquid waste hauler's license\$500.00
 - b. License fee – 10% of the liquid waste operator's gross revenues

2-137. Community Development Fees

The fees set out below are adopted for the city services outlined therein:

(a) *Building Permits, licenses and inspections:*

*If the contractor begins work prior to the issuance of any required permit, all fees established below are to be doubled. Re-inspections under the building, plumbing, mechanical, or electrical code required as a result of a failure to pass the initial inspection or if the system is not ready for inspection at the requested time will result in a \$59.75 fee for the first re-inspection, and each re-inspection thereafter.

- (1) Commercial building:

Building permit and plan check fees (based on construction value).

The minimum total fee for any commercial building permit will be \$150.00.

a. First \$1,000.00 or fraction thereof\$150.00

Additional \$1,000.00 or fraction thereof, up to and including \$50,000.00
.....\$7.75

b. First \$50,000.00\$529.75

Additional \$1,000.00 or fraction thereof, up to and including \$100,000.00
.....\$6.50

c. First \$100,000.00\$854.75

Additional \$1,000.00 or fraction thereof, up to and including \$500,000.00
.....\$4.75

d. First \$500,000.00\$2,754.75

Additional \$1,000.00 or fraction thereof\$2.50

e. Plan checking fee—One-half of building permit fee when valuation exceeds the minimum permit fee.

f. Plan resubmittal fee

First and second resubmittal No charge

Third and each subsequent resubmittal 5% of original plan-check fee or \$150, whichever is greater

g. Revision fee ... \$150.00 per revision to approved permit application

(2) Residential building:

Building permit and plan check fees (based on square footage).

a. One-100 square feet\$55.00 base permit

Additional square feet, up to 500\$.55 per square foot

b. 501 square feet\$275.00 base permit

Additional square feet, up to 1,000\$.60 per square foot

c. 1,001 square feet\$600.00 base permit

Additional square feet, up to 1,500\$.60 per square foot

d. 1,500 square feet\$900.00 base permit

Additional square feet, up to 2,000\$.60 per square foot

e. 2,001 square feet\$1,200.00 base permit

Additional square feet, up to 3,000\$.60 per square foot

- f. 3,001 square feet\$1,800.00 base permit
Additional square feet, up to 4,000\$.60 per square foot
- g. 4,001 square feet\$2,400.00 base permit
Additional square feet, up to 5,000\$.75 per square foot
- h. 5,001 square feet\$3,250.00 base permit
Additional square feet\$.75 per square foot
- i. Plan checking feeOne-half of building permit fee
- j. Pool permit\$330.00
- k. Pool plan check\$162.50
- l. Roof permit\$127.00
- m. Foundation/piers and pilings\$153.25
- n. Fence permit\$92.00 for first 50 feet, \$12.50 per additional 50 ft.

(3) Commercial and residential building:

- a. Overtime inspections, per hour (minimum of two hours) ... \$100.00
- b. Moving permit for moving any building or structure . . . \$144.25

(4) Demolition permit fees:

a. Commercial:

First 100,000 cubic feet . . . \$72.00

Each additional 1,000 cubic feet or fraction thereof...\$.50

b. Residential:

Base fee...\$72.00

Plan checking fee for The Hill Residential District (HR-1) . . . one-half of residential demolition permit fee

(b) *Plumbing services and gas permit fees:*

(1) Commercial building:

- a. Plumbing services and gas permit base fee, first \$2,000.00 in construction valuation \$150.00
- b. Each additional \$1,000.00 of value, or fraction thereof\$4.25

(2) Residential building:

Base fee of \$41.25 plus any number of the following, each:

- a. Plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection)\$12.25

- b. Building sewer\$44.25
 - c. Each sample well\$22.25
 - d. Each water heater and/or vent\$12.25
 - e. Installation of water piping\$12.25
 - f. Installation of water treating/softening equipment\$12.25
 - g. Backflow protective device\$12.25
 - h. Interceptors/separators (each)\$44.25
 - i. Gas inspection fee—1 to 3 openings\$22.25
 - j. Gas inspection fee—Each additional opening\$7.25
 - k. Storm sewer tie in\$73.50
 - l. Catch basin or outside area drain—First two\$22.25
 - m. Catch basin or outside area drain—each additional installed under same permit\$12.25
 - n. Junction box (each)\$12.25
 - o. Roof drain or outside downspout\$12.25
- (c) *Irrigation permit fee:*
- (1) Residential irrigation system permit\$107.00
 - (2) Commercial irrigation system permit\$66.75 plus \$36.75 per irrigation zone
- (d) *Mechanical services fee:*
- (1) Commercial buildings:
 - a. Building Permits and Mechanical Services base fee, first \$2,000.00 in construction valuation \$150.00
 - b. Each additional \$1,000.00 of value, or fraction thereof\$4.25
 - (2) Residential buildings:
 - a. Up to 5,000 square feet\$132.75
 - b. 5,001 to 10,000 square feet\$187.25
 - c. 10,001 to 15,000 square feet\$271.50
 - d. 15,001 to 20,000 square feet\$543.50
 - e. 20,001 square feet and above\$784.50
 - f. HVAC replacements\$115.00
- (e) *Electrical services fee:*
- (1) Change of occupancy permit\$44.25
 - (2) Commercial buildings:

a. Building permits and electrical services base fee, first \$2,000.00 in construction valuation \$150.00

b. Each additional \$1,000.00 of value, or fraction thereof\$4.25

(3) Residential buildings:

Building permits and electrical services base fee44.25

Base fee plus any number of the following, each:

a. Meter loop and service—Up to and including 50 Kw\$22.25

b. Meter loop and service—Over 50 Kw through 250 Kw\$22.25

c. Meter loop and service—Over 250 Kw\$44.25

d. Sub panel with eight or more circuits (each)\$12.25

e. Electric heat—Up to and including one Kw\$12.25

f. Electric heat—One Kw through ten Kw\$12.25

g. Electric heat—Over ten Kw\$12.25

h. Electric heat—Plus, per Kw\$2.25

i. Outlets\$1.00

j. Lighting fixtures\$1.00

k. Range receptacle\$7.25

l. Clothes dryer\$7.25

m. Cooking tops\$7.25

n. Ovens\$7.25

o. Garbage disposals\$7.25

p. Dishwasher\$7.25

q. Miscellaneous\$24.50

r. Motion picture/commercial sound equipment\$12.25

s. X-ray machines\$12.25

t. Motors—Up to and including one Hp\$7.25

u. Motors—Over one Hp through ten Hp\$11.75

v. Motors—Over ten Hp\$12.25

w. Motors—Plus, per Hp\$2.50

x. Transformers—Up to and including one Kva\$2.50

y. Transformers—Over one Kva through ten Kva\$12.25

z. Transformers—Over ten Kva\$12.25

- aa. Transformers—Plus, per Kva\$2.50
- bb. Ball park and parking lot light poles (each)\$44.25
- cc. Pole with guy wire (each)\$12.25
- dd. Temporary saw pole\$29.50
- ee. TCI/letter required\$44.25
- ff. Reconnection fee\$44.25
- gg. Sign circuit\$12.25
- hh. Water heater (each)\$12.00
- ii. Electrical underground inspection\$22.25
- jj. Electrical panel inspection\$29.50

(f) *Sign permit and inspection fees:*

(Monument and walls, wind banners, or other wind devices require a sign permit.)

Sign permit and inspection base fee\$44.25

(1) First \$1,000.00 of valuation\$21.75

(2) Plus: Additional \$1,000.00 of valuation\$11.25

(g) *Subdivision Fees:*

(1) Plats:

a. Preliminary plat, base fee per submittal\$1,443.75

b. Final plat, base fee per submittal\$1,443.75

c. In addition to the base fee above, the following fees apply:

Per each lot\$3.75

Per each acre and/or fraction of an acre in reserves\$20.00

(2) Replats:

a. Preliminary replat, base fee per submittal\$1,342.00

b. Final replat, base fee per submittal\$1,342.00

c. In addition to the base fee above, the following fees apply:

Per each lot\$3.75

Per each acre and/or fraction of an acre in reserves\$20.00

(3) Amending or minor plat/replat, per submittal\$638.00

(4) Subdivision variances if not submitted as part of a plat approval, per separate request\$933.75

(5) Infrastructure Construction plan review and engineering inspection fee:

- a. Plan review, base fee per submittal \$386.50
- b. In addition to plan review, the following field inspection fees apply:
 - \$0.75/linear foot of installed public water line including appurtenances
 - \$1.25/linear foot of installed gravity or pressurized sanitary sewer line including appurtenances
 - \$2.25/linear foot of installed storm sewer line including appurtenances
 - \$3.75/linear foot of up to 15-ft width sections of pavement installed
 - \$1,502.50 for new lift station installations
- (6) General land plan review. Base fee of \$3,324.50 per submittal, plus \$13.00/acre or fraction of an acre.
No single general land plan review fee will exceed \$4,136.00
- (7) General land plan minor amendment (no new or revised impact analysis required)\$872.75
- (8) General land plan major amendment (new or revised impact analysis required) base fee of \$2,148.75 per submittal plus a fee of \$13.25 /acre or fraction of an acre.
No single general land plan major amendment fee will exceed \$5,062.71
- (9) Parkland fees in lieu of dedication of land:
 - a. Per single family lot\$448.00
 - b. Multi-family development per unit\$307.25
- (h) *Zoning Fees:*
 - (1) Site plan review. For development of non-single-family sites on platted reserves or lots, per each set of plans
 - a. Initial submittal\$792.25
 - b. First resubmittal ...no charge
 - c. subsequent resubmittals, each \$223.25
 - (2) Site development permit within the mixed use conservation (MUC) district and/or Hill Area Residential (HR-1) zoning district.....\$581.25
 - (3) Planned development (PD) district fee. Required for general development plans and final development plans. Base fee of \$2,303.25 per submittal, plus a fee of \$25.75/acre or fraction of an acre, not to exceed \$3364.50 per submittal.
 - (4) Administrative amendment to PD\$259.75
 - (5) Conditional use permit application fee, per separate request....\$2,148.75
 - (6) Redevelopment Concept Review...
Base fee of \$3,097.50 per submittal, plus \$12.00/acre or fraction of an acre.

- (7) Special exception application fee, per separate request\$758.50
- (8) Zoning variance to the Zoning Board of Adjustment, if not submitted as part of a plat approval, per separate request.....\$925.75
- (9) Zoning renotification fee. Required when republication of a zoning hearing is required as a result of an action by the applicant. Fee is based on the actual cost of publication.

Initial deposit ...\$2,842.75

Plus \$6.50 per property owner notified within 200 feet of the area to be considered for rezoning or conditional use permit.

If needed, alternate publication fee...\$300.25

*Additional amount owed, or refund based on actual cost of publication;

- (10) Zoning appeal to the Zoning Board of Adjustment.....\$590.25

- (11) Standard rezoning fee, per request\$1,443.00

- (12) Zoning verification\$55.75

(i) *Miscellaneous land development fees:*

- (1) Development agreement\$3,408.00

- (2) Annexation petition\$4,538.00

- (3) Utility District, Public Improvement, or other special district fees:

a. Process petition to create district (other than Public Improvement District)\$38,899.75

b. Process petition to acquire or annex land (other than Public Improvement District)\$38,899.75

c. Public Improvement District Application ... \$20,000.00

- (4) Driveway variances, per each separate request\$603.75

- (5) Flood zone development permit fee\$129.75

(Fee required unless exempt by state or federal law)

- (6) Land disturbance fee\$129.75

- (7) Vested rights\$973.00

- (8) Fire Station fee ...\$10.25

- (9) Traffic Impact Analysis Plan Review fee, per submittal \$382.00

- (10) Traffic Impact Analysis fee ... \$10,000.00

Sec. 2-138. Fire Safety and Emergency Medical Services fees:

The fees set out below are adopted for the city services outlined therein:

- (a) *Fire safety and inspection fees:*

*If the contractor begins work prior to the issuance of any required permit, all fees established below are to be doubled.

- (1) Foster homes\$105.00
- (2) Day care\$132.75
- (3) Assisted living/nursing homes\$265.00
- (4) Medical facilities 25 beds or less\$265.00
- (5) Medical facilities 26 to 100 beds\$529.75
- (6) Medical facilities greater than 100 beds\$860.75
- (7) Fire inspection after hours—Two-hour block\$198.00

(b) *Fire safety fees:*

*Governmental agencies are exempt from the payment of fire safety fees.

Fireworks standby permit\$398.00

(c) *Fire alarm installation fees, per building:*

Number of devices:

Ten or less\$112.25

11 to 25\$179.00

26 to 100\$265.25

Each additional device over 100\$2.00

(d) *Access control fees, per building:*

Number of devices:

Ten or less\$112.25

11 to 25\$179.00

26 to 100\$322.25

Each additional device over 100\$2.00

(e) *Fixed fire extinguishing systems:*

(1) Fire sprinkler system, first 50 heads\$132.75

Each additional head\$2.00

(2) Fire pumps\$265.50

(3) Standpipe Systems\$265.50

(4) Underground sprinkler piping\$265.50

- (5) Kitchen extinguishing system\$330.50
- (6) Clean agent extinguishing system\$265.00
- (f) The charge for the initial required inspection is included in the permit fee. Any re-inspections required as a result of a failure to pass the initial inspection or if the system is not ready for inspection at the requested time, a \$123.50 fee will be charged for each re-inspection.
- (g) Single-family residential fire sprinkler systems are exempt from the payment of permit fees.
- (h) The annual fees for the issuance of operational permits required under the fire prevention code are as follows:

Governmental agencies are exempt from the payment of all fees listed in this subsection.

- (1) Single permit\$125.25
 - (2) Combination permit: One to three permit items\$322.50
 - (3) Combination permit: Four to five permit items\$516.00
 - (4) Combination permit: More than five permit items\$645.00
- (i) *Resubmittal fee* \$67.00
- (j) *Fire Watch Personnel Fee, per hour*
 - (1) Assistant Chief....\$100.50
 - (2) Battalion Chief: shift \$90.50
 - (3) Battalion Chief: non-shift \$127.00
 - (4) Captain: shift \$76.50
 - (5) Captain: non-shift . . . \$131.75
 - (6) Lieutenant: shift \$71.75
 - (7) Lieutenant: non-shift . . . \$101.50
 - (8) Driver / Operator\$59.25
 - (9) Firefighter Paramedic . . . \$57.75
 - (10) Firefighter EMT . . . \$52.75
 - (11) Firefighter....\$37.50

(k) *Hazardous materials incidents:*

Hazardous material responses are charged for full cost recovery to include:

Actual cost of responder time, including salary and benefits. This includes all responders used to mitigate the emergency, whether on site or at a remote location, as well as those responders that may be requested as a part of mutual aid.

Equipment cost for all equipment usage, based on the most current Federal Emergency Management Administration Schedule of Equipment Rates. This includes equipment usage of entities providing mutual aid.

Actual cost of all materials and consumables used. This includes materials and consumables used by entities providing mutual aid.

Actual cost of equipment decontamination. This includes decontamination of equipment used by entities providing mutual aid.

Actual cost of repair and replacement of damaged equipment. This includes repair and replacement of damaged equipment used by entities providing mutual aid.

(l) *Emergency medical services:*

(1) Definitions:

a. Advanced life support, level 1 (ALS-1): Providing transportation by ground ambulance vehicle, medically necessary supplies and services and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention.

b. Advanced life support, level 2 (ALS-2): Providing either transportation by ground ambulance vehicle, medically necessary supplies and services, and the administration of at least three medications by intravenous push/bolus or by continuous infusion excluding crystalloid, hypotonic, isotonic, and hypertonic solutions (dextrose, normal saline, ringer's lactate); or providing transportation, medically necessary supplies, and services, and the provision of at least one of the following ALS procedures:

1. Manual defibrillation/cardioversion.
2. Endotracheal intubation.
3. Central venous line.
4. Cardiac pacing,
5. Chest decompression,
6. Surgical airway, or
7. Intraosseous line.

c. Basic life support (BLS): Providing transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the state.

d. Mileage: The distance traveled by an ambulance from the point where the patient is picked up, to the hospital or to a rendezvous point.

e. Patient: A person who receives an EMS response or a person who receives emergency medical services from the Sugar Land Fire Department.

f. Supplies: Consumable medical supplies that are used by EMS crews in the delivery of services to a patient.

g. Treatment without transport: Providing ambulance-based EMS treatment at the scene of a 911 call where no transport by ambulance to a hospital is made (such as a hypoglycemic patient, refusal by patient or alternate transport to hospital by Life Flight).

(2) Fees:

a. Advanced life support, level 1 (ALS1) A0427.....\$2,100.50

b. Advanced life support, level 2 (ALS2) A0433.....\$2,217.00

c. Basic life support (BLS) A0429\$1,283.50

d. Deceased on scene A0429.....\$875.00

e. Lift Assist\$58.25

f. Mileage (ALS/BLS) (per loaded mile) A0425.....\$29.25

g. Treatment without transport A0998.....\$175.00

h. Patient care report (PCR)\$26.00

i. Supplies:

1. ALS Disposables A0398\$446.50

2. BLS Disposables A0382\$390.75

3. 02 A0422\$139.50

j. EMS services provided outside the corporate city limits of Sugar Land shall incur an additional 20 percent charge in addition to fees billed as an out of city service fee.

Sec. 2-139. Public Property Use Fees

The fees set out below are adopted for the city services outlined therein:

(a) *Recreation:*

(1) Imperial Park Recreation Center (IPRC) and T.E. Harman Senior Center membership fees:

	Resident fee	Nonresident fee
IPRC (ages 10 and over)	\$50.00 per year	\$191.00 per year
T.E. Harman (ages 50 and over)	25.00 per year	191.00 per year
Dual membership	60.00 per year	225.00 per year
Lost card replacement	6.75	6.75

The director of the parks and recreation department may charge a reasonable fee for any department activity, event, program, or facility rental for which a fee is not already established under this article. The fee must be in an amount necessary to allow the department to recover all reasonable costs to the department associated with administering the activity, event, program, or facility rental, including direct, indirect, and administrative costs where appropriate in context of the general benefit to the community.

(2) Athletic facility fees:

Facility	Deposit	Resident Per Hour	Nonresident Per Hour
Baseball/Softball field (without lights)	\$78.50	\$42.00	\$51.00
Baseball/Softball field (with lights)	78.50	63.00	83.00
Soccer/Football field (without lights)	77.75	31.75	39.00
Soccer/Football field (with lights)	77.75	47.75	63.00
Tennis court (without lights)	20.00	10.00	12.50
Pickleball court (without lights)	20.00	5.00	6.25

Recognized youth sports—50 percent of light bill (brought down to 25 percent of team's investment in field maintenance/improvements)

Recognized swim team—\$12.00 per hour of use of swimming pool

Charitable organizations are exempt from the requirement to pay the rental fees set forth in this section for meetings during nonpeak times and for fundraisers if:

- a. The organization has applied for and been recognized as a tax-exempt charitable organization by the Internal Revenue Service under section 501(c)(3) or section 501(c)(4) of the Internal Revenue Code;
- b. The majority of its directors, officers, organizers, and members are residents of the city;
- c. Its charitable purposes are primarily directed at activities or persons located within the city; and
- d. The organization complies with the written procedural requirements for receiving a fee exemption as established by the director of the parks and recreation department.

Organizations that do not qualify for an exemption under this section may qualify for an exemption from the requirement to pay the rental fees set forth in this section for fundraising events where 100 percent of all the funds raised provide a direct charitable benefit to the City of Sugar Land or city residents.

The director of the parks and recreation department may charge a reasonable fee for any department activity, event, program, or facility rental for which a fee is not already established under this section.

Where appropriate in context of the general benefit to the community, the fee must be in an amount necessary to allow the department to recover all reasonable costs to the department associated with administering the activity, event, program, or facility rental, including direct, indirect, and administrative costs.

e. The director of the parks and recreation department may negotiate a fee for fence banners at parks with sports fields. This fee will be based on the size, location, and duration of the sign.

(3) Room rental fees:

Facility	Deposit	Peak Hours (Fri. 5:00 p.m.—Sun. 10:00 p.m.)		Non-Peak Hours (Mon. 8:00 a.m.—Fri. 5:00 p.m.)		
		Nonprofit and Resident Per Hour	Nonresident Per Hour	Nonprofit Per Hour	Resident Per Hour	Nonresident Per Hour
T.E. HARMAN CENTER						
Room A & B (180)	\$389.25	\$171.00	\$208.00	\$67.00	\$104.00	\$134.00
Rooms A-D (250)	393.75	223.00	282.75	96.50	148.50	193.50
IPRC						
Exercise Room	389.25	38.00	51.00	38.00	38.00	51.00

Gymnasium (athletic use)	393.75	164.25	210.25	164.25	164.25	210.25
Half gymnasium (athletic use)	393.75	78.50	105.00	78.50	78.50	105.00
CLYDE AND NANCY JACKS CC						
Clyde & Nancy Jacks CC (100)	393.75	86.75	107.50	36.00	58.00	72.50
ELDRIDGE PARK CC						
EP Comm. Center (65)	393.75	74.75	96.50	30.00	44.50	60.00
LOST CREEK CC						
LC Comm. Center (40)	393.75	61.75	81.75	27.75	40.75	55.00
JIM COOPER CC						
JC Comm. Center (30)	393.75	53.00	65.50	20.00	33.25	39.50
DUHACSEK PARK						
Duhacsek Park— House (30)	393.75	59.00	78.50	26.25	39.50	53.00

- Lost key: \$82.25
- Late change fee: \$82.25

(4) Pavilion and amphitheater fees:

Facility	Deposit	Peak Hours (Fri. 5:00 p.m.—Sun. 10:00 p.m.)	Non-Peak Hours (Mon. 8:00 a.m.—Fri. 5:00 p.m.)			
		Nonprofit and Resident Per Hour	Nonresident Per Hour	Nonprofit Per Hour	Resident Per Hour	Nonresident Per Hour
ELDRIDGE PARK						
Pavilion	\$171.00	32.00	44.00	32.00	32.00	44.00
CROWN FESTIVAL PARK PUMP TRACK						
Pavilion	\$171.00	23.75	32.50	23.75	23.75	32.50
LOST CREEK PARK						
Pavilion	171.00	32.00	44.00	32.00	32.00	44.00
S.L. MEMORIAL PARK						
SLMP Pavilion	171.00	40.00	55.75	40.00	40.00	55.75
South Meadow Pavilion	171.00	32.25	44.00	32.25	32.25	44.00
DUHACSEK PARK						
Pavilion	171.00	40.00	55.75	40.00	40.00	55.75
CITY PARK						
Pavilion	171.00	23.75	32.50	23.75	23.75	32.50
FIRST COLONY PARK						

Pavilion	171.00	23.75	32.50	23.75	23.75	32.50
IMPERIAL PARK						
Pavilion	171.00	23.75	32.50	23.75	23.75	32.50
ALL OTHER CITY OF SUGAR LAND NEIGHBORHOOD PARKS						
Pavilions	171.00	23.75	32.50	23.75	23.75	32.50
OYSTER CREEK PARK* AMPHITHEATRE						
OCP Section A (1—250)	788.00	85.25	105.00	85.25	85.25	105.00
OCP Section B (250—500)	1,182.25	123.75	159.25	124.75	124.75	159.25
OCP Section AB (250 – 500)	1,577.00	171.00	210.25	172.25	172.25	210.25
Non- special use deposit	393.75					
SPECIAL USE DEPOSIT						
(1—250)	788.00					
(250—500)	1,182.25					

*Deposits for OCP are dependent on size.

BRAZOS RIVER PARK

Facility	Deposit	Peak Hours (Fri. 5:00 p.m.—Sun. 10:00 p.m.)		Non-Peak Hours (Mon. 8:00 a.m.—Fri. 5:00 p.m.)		
		Nonprofit and Resident Per Hour	Nonresident Per Hour	Nonprofit Per Hour	Resident Per Hour	Nonresident Per Hour
Setup/ breakdown	\$250.00					
Pavilion	\$171.00	\$40.00	\$55.75	\$40.00	\$40.00	\$55.75
Brazos River Park	Deposit	Nonprofit and Resident per Hour	Nonprofit and Resident per Day	Nonresident per Hour		Nonresident per Day
Bowl (max 200)		\$210.25	\$2,524.75	\$263.00		\$3,154.25
1-250 attendees	\$788.00					
251-500 attendees	\$1,182.25					
501-1,000 attendees	\$1,577.00					
1,001-2,000 attendees	\$1,971.00					
Overlook (max 250)	\$779.00	\$105.00	\$1,216.00	\$131.25		\$1,521.25
BRAZOS RIVER PARK – PARKING LOT RENTAL RATE						
Lot A or B	\$1,500.00/per day					

Lot A and B	\$2,500.00/per day
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(5) Trail use fee\$279.00

(6) Special events fees:

a. Application processing fees:

i. By attendance

Attendance	Rate
Under 100	\$0.00
100 to 500	31.00
500 to 1K	61.75
1K to 5K	123.25
5K to 10K	246.00
Over 10K	614.50

ii. Expedited application fee.... \$200.00

iii. Application fee for nonstandard reservations (blanket attendance)
.....\$30.75

iv. Refundable deposit for special events on non-city owned property (100 – 499)\$250.00

v. Refundable deposit for special events on non-city owned property (500 and over)\$500.00

b. Crown Festival Park fees:

i. Rental fees for 1 – 2-day events

Tier	Attendance	Deposit Rate per Event	Event Day Rate	Setup/Breakdown Rate per Day

1	2K to 5K	\$2,581.00	\$3,686.50	\$369.50
2	5K to 8K	7,610.50	9,603.75	351.50
3	8K to 35K	11,806.25*	15,853.50	1,045.25

*After 15K attendance the deposit rate is \$1.00 per person per event.

ii. Additional fees: 1–2-day For-profit events

Subject to additional fees to be negotiated with goal of reaching three to seven percent return of producer's gross revenue.

iii. Rental fees for events 3 days or longer

Tier	Attendance	Deposit Rate per Event	Event Day Rate	Setup/Breakdown per day
1	Up to 1K	\$2,581.00	\$858.75	\$369.50
2	1K – 3K	\$2,581.00	\$2,576.00	\$369.50
3	3K – 5K	\$5,678.50	\$4,293.25	\$351.50

iv. Additional fees: 3+ days For-profit events

Market value of Celebration Bermuda grass sod x sq. ft. included on Site map

Fees for 3 + day events with over 5k attendees per day will be negotiated

Subject to additional fees to ensure 3 – 7% return of producer's gross revenue

v. Fair Weather Parking Flagging \$2,500.00/per event

c. Cost recovery for city services activated during a permitted or unpermitted special event will be based on the pre-established hourly rates below:

DEPARTMENT:	POSITIONS:	HOURLY RATE:
PUBLIC WORKS TRAFFIC	Traffic Operations Manager	\$97.00
	TMC Operator	\$60.50
	Traffic Signs Supervisor	\$60.50

	Traffic Signal Technician	\$48.25
PUBLIC WORKS STREETS	General Maintenance	\$48.25
	Crew Chief	\$60.25
	Field Supervisor	\$72.00
	Streets & Drainage Supervisor	\$84.25
POLICE	Police Officer	\$89.25
	Sergeant	\$109.00
	Lieutenant	\$124.50
	Captain	\$146.00
	Emergency Management Specialist	\$72.00
FIRE-EMS	Assistant Fire Chief	\$100.50
	Battalion Chief – Shift	\$90.50
	Battalion Chief – Non-Shift	\$127.00
	Captain – Shift	\$76.50
	Captain – Non-Shift	\$131.75
	Lieutenant – Shift	\$71.75
	Lieutenant – Non-Shift	\$101.50
	Driver/Operator	\$59.25
	Firefighter Paramedic	\$57.75

	Firefighter EMT	\$52.75
	Firefighter	\$37.50
ENVIRONMENTAL SERVICES	Sanitarian	\$48.25
	Senior Sanitarian	\$60.50
	Environmental Services Inspector	\$48.25
	Environmental Manager	\$72.00
PLANNING & DEVELOPMENT	Chief or Deputy Building Official	\$84.25
	Senior Building Inspector	\$72.00
	Building Inspector	\$60.50
PARKS & RECREATION	General Maintenance	\$48.25
	Crew Chief	\$60.50
	Field Supervisor	\$71.25
	Parks Manager	\$82.00

The fee for unlisted positions will be based on a reimbursement rate calculated by the city that includes employees' overtime rate, current TMRS rate, current Medicare tax rate, and worker's compensation rate.

(7) TIRZ No. 4 Plaza fees:

a. Plaza usage fee:

Special events and general rentals that have no admission charge and are open to the public\$120.75/hr

Special events and general rentals that have an admission charge and/or are not open to the public\$241.50/hr

b. Refundable cleanup deposit:

For special events or general rentals deposit rates will be:

Attendance	Setup	Deposit Rate
0—100 people	No more than table and chairs	\$0.00
101—500 people		\$603.75
501—6,400 people		\$1,207.00

The applicable deposit is due no later than seven business days before the usage date, which may be used to clean up, or repair damage caused to, the plaza during a special event or general rental if the renter fails to clean up or repair any damage to the plaza. Any partial deposit refunds shall be returned within 30 business days following the completion of the clean-up or damage repair. The full deposit shall be returned within 30 business days following the special event or general rental if the renter has cleaned up the plaza as required and no damages are incurred.

c. Activities conducted during blackout periods are exempt from usage fees.

(b) *Sugar Land Regional Airport fees and charges:*

(1) Fuel and petroleum products pricing (Operational expenses and discount categories/rates to be determined annually through budget process to meet the annual operating requirements of the airport):

Customer	Price
Retail Price of Fuel	Cost of fuel sold (COFS) + applied margin rate
Government	COFS without tax + applied margin rate

(2) Fuel Discount programs:

a. Transactional Discounts:

Jet A	
Discount Category	Discount (per gal)
Less than 250 gal	0.00
250-749 gal	0.20
750 gal or more	0.40

Avgas	
Discount Category	Discount (per gal)
Less than 25 gal	0.00
Between 25 – 99.9 gal	0.25
100 gal or more	0.50

The director of aviation or designee may offer a \$0.03-\$0.05 discount per jet fuel gallon in addition to the current discounts if there is a situation where a customer is asking for an additional discount in order to take a larger fuel load.

b. Volume discount programs: (based on previous year's purchases)

Jet A Volume Discounts*	
Annual Volume	Discount (per gal)
10,000 – 19,999 gal	0.20
20,000 – 99,999 gal	0.40
100,000 – 299,999 gal	0.60
300,000 gal or more	0.80

*Jet A Volume customer must use fuel provider credit card to receive discount

Avgas Volume Discounts	
Discount Category	Discount (per gal)
Itinerant Volume (1,000 gal annually)	0.35
Based Volume (1,000 gal annually)	0.55

c. Based customer discount programs:

Jet A Based Customer Volume Discount*	
Discount Category	Discount (per gal)
Less than 10,000 gal	0.25
10,000 – 19,999 gal	0.45

20,000 – 99,999 gal	0.65
100,000 – 299,999 gal	0.85
300,000 or more	1.05

*Jet A Based transactional customer must use fuel provider credit card to receive discount

Avgas Based Transactional Discount	
Discount Category	Discount (per gal)
Less than 25 gal	0.25
Between 25-99.9 gal	0.45
100 gal or more	0.85

d. Airport Management is authorized to adjust the Margin Rate for any fuel type during the year to ensure the margin does not fall below the established minimum margin revenue approved by City Management.

- (3) Self-Fueling facility fuel flowage fee = \$0.50 per gallon.
- (4) Oil: Cost + 100% + 8.25% sales tax
- (5) Leases:

Type	Price
T-Hangars	\$0.50/square foot/month
Banks A and B	\$483.00/month plus one month's rent deposit
Banks C and D	\$587.00/month plus one month's rent deposit
Bank E	\$640.00/month plus one month's rent deposit
Bank F	\$774.00/month plus one month's rent deposit
Hangar 104	\$2,950.00/month

Hangar 105	\$2,750.00/month
Hangars 106 and 107	\$750.00/month
Airport community hangars	\$0.50/square foot/month (\$825.00/month minimum)
Tie downs	\$120.00/month
Long-term hangar leases	Negotiable (approved by city council)
Short-term land lease	\$250.00/month
Long-term land leases	Negotiable (approved by city council)
Pipeline easement	Negotiable (approved by city council)

(6) Other space rental:

Type	Price
Occupying Tenant Maintenance Hangar without a Reservation	\$50 per calendar day after hangar reservation expires
Airport office space	\$1.79/square foot/month
Transient hangar storage:	
Heavy, Super Heavy, Transport	\$360.00/night plus ramp fee if applicable
Light turbo and up	\$240.00/night plus ramp fee if applicable
Piston	\$120.00/night plus ramp fee if applicable

(7) Miscellaneous aviation fees:

Type	Price
135 commercial aircraft fee <30 people	\$720.00/trip

135 commercial aircraft fee 30+ people	\$1,200.00/trip
Administrative fee	\$60.00/invoice
Aircraft jump start	\$12.00/jump—One free every six months
Avgas Surcharge – less than 15 gallons	\$12.00
Mobile aircraft washing permit fee	\$150.00/year
Mobile aircraft maintenance permit fee	\$30.00/aircraft serviced/week
Flying club permit fee	\$12.00/member/year
Car rental concession fee—Onsite	Negotiable (approved by city council)
Car rental concession fee—Offsite	15% on-airport gross income
Gift shop concession fee—Onsite	Negotiable (approved by city council)
Maintenance processing fee—Onsite	Ten percent of monthly gross revenue
Car wash service	Negotiable (approved by city council)
Catering processing fee—Onsite	Negotiable (approved by city council)
Catering processing fee—Offsite	15% pre-tax invoice total
Crew car coverage	\$60.00/hour—First two hours free
Customs agent call-out fees	\$336.00/service
Customs clearance fees:	
One to three passengers	\$300.00
Four to six passengers	\$420.00
Seven to ten passengers	\$600.00

11 + passengers	\$60.00/per additional person
Helistop/heliport permits:	
Annual	\$600.00/site/year + \$360.00 deposit
Temporary—Fewer than ten days	\$120.00/site
Temporary—Ten to 180 days	\$360.00/site
Airfield escort	\$84.00/man-hour
Incident response fee	\$600.00/hour; \$120.00/hour thereafter + recovery expenses
Incident/after-hours call-out fees	\$120.00/hour/person
International garbage	\$210.00/service
Lost key replacement	\$60.00/key
Parcel storage fee	\$30.00/week; One-week minimum
Pipeline field escort	\$84.00/hour/person plus \$24.00 equipment use
Returned check fee	Subsection 2-140.
Spill clean-up fee	\$300.00/barrel of absorbent + any fines incurred
Airport access card - new	no charge
Airport access card –additional cards	\$60.00
Airport access card – replacement	\$30.00
Toll violations in crew car	As billed/violation plus \$60.00 administrative fee
Towing	\$54.00/tow

Pull-out/push-back	\$12.00/service
Unlimited pull-outs/push-backs	\$60.00/month
Valet covered parking	\$9.00/day; \$54.00/week; \$120.00/month The director of aviation or designee may waive or discount valet covered parking fees as a promotional tool to promote the use of the covered parking.

(8) FBO service fees:

Ground power unit	\$18.00/15 minutes (15 minutes free with fuel)
Lavatory fees	\$60.00/service
Dishwashing	\$25.00/per bin
Potable Water	\$35.00/service

The director or designee has the authority to waive FBO service fees for negotiation purposes to bring in additional business.

(9) Ramp fees:

- a. Ramp fees per day/overnight (charged by aircraft category and waived with purchase of minimum fuel load). The director or designee has the authority to waive ramp fees for negotiation purposes to bring in additional business.

	Minimum Gallons	Ramp Fee
Transport aircraft type	400	\$780.00
Super heavy jets	300	\$420.00
Heavy jet aircraft	200	\$300.00
Medium jet aircraft	150	\$240.00
Light jet aircraft	100	\$180.00

Very light jet (VLJ) aircraft	75	\$120.00
Heavy turboprop	75	\$120.00
Medium turboprop	60	\$96.00
Light turboprop	50	\$72.00
Heavy twin (AvGas)	30	\$60.00
Light twin engine (AvGas)	30	\$48.00
Single engine—Light aircraft (AvGas)	5	\$12.00

b. Special events ramp fee* per day/overnight (charged by aircraft category and waived with purchase of minimum fuel load)

Reservation deposit, non-refundable, 10% charge for modification/cancellation:

Jets/turbine aircraft\$2,500.00

Piston/single engine\$500.00

*For this fee, "special event" means a sporting, cultural, business or other type of unique activity, occurring for a limited or fixed duration and presented to a live audience. Activities that are sponsored by the city are not deemed special events.

	Minimum Gallons	Ramp Fee
Transport aircraft type	500	\$5,000.00
Super heavy jets	500	\$4,500.00
Heavy jet aircraft	500	\$3,000.00
Medium jet aircraft	300	\$2,000.00
Light jet aircraft	200	\$1,500.00

Very light jet (VLJ) aircraft	150	\$1,200.00
Heavy turboprop	100	\$1,000.00
Medium turboprop	100	\$1,000.00
Light turboprop	75	\$1,000.00
Heavy twin (AvGas)	40	\$600.00
Light twin engine (AvGas)	40	\$600.00
Single engine—Light aircraft (AvGas)	20	\$600.00

The director of aviation or designee may waive or discount ramp fees to customers attending Houston area conferences as a promotional tool to promote the airport/FBO during a specific time period in advance and not longer than a week at a time.

(10) T-hangar damage (damage assessed at move-out):

Vehicular access card(s)	\$60.00
Hangar door keys	\$60.00
Damage to hangar exterior	
Access door:	
Door hardware	\$120.00
Access door dent(s)	Airport will provide a quote
Hangar door	Airport will provide a quote
Metal wall	Airport will provide a quote
Damage to hangar interior	
Metal wall	Airport will provide a quote

Fire partition damage	Airport will provide a quote
Ceiling/light	Airport will provide a quote
Floor:	
Major oil stains	\$120.00
Missing chocks	\$60.00
Door switch	\$240.00
Fire extinguisher	\$300.00
General clean-up	
Trash	\$60.00
Oil stain	\$60.00

- (11) Infrastructure fee (charged by aircraft category and waived with purchase of minimum fuel load).

	Infrastructure Fee	Minimum Gallons
Transport aircraft type	\$195.00	400
Super heavy jet	105.00	300
Heavy jet	75.00	200
Medium jet	60.00	150
Light jet	45.00	100
Very light jet (VLJ)	30.00	75
Heavy turboprop	30.00	75
Medium turboprop	24.00	60
Light turboprop	18.00	50
Heavy Twin (Avgas)	15.00	30
Light Twin (Avgas)	12.00	30
Single engine – light aircraft (Avgas)	3.00	5

- (c) *Rights of way fees:*

- (1) A permit fee is required to be paid for any work done in city-owned rights-of-way. The ROW permit fee does not apply to the city's existing utility franchisees or to

entities exempt by law from payment of a ROW permit fee (including their contractors)\$98.00

(2) Application fee for network providers per application (as established by V.T.C.A., Local Government Code, ch. 284): Up to five network nodes\$500.00

Each additional network node (up to total of 30 network nodes per application)\$250.00

Each pole\$1,000.00

Resubmission of denied or incomplete applicationActual cost

(3) Public right-of-way rates for network providers (per V.T.C.A., Local Government Code, ch. 284):

a. Public right-of-way rate—Annual rate of \$285.31 multiplied by number of network provider's network nodes in public right-of-way (will be prorated for the months remaining in the calendar year after the later date of the permits issued by city)

b. Annual adjustment to public-right-of-way rate—One-half the annual change to the Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics in February of the preceding year. The annual adjustment will apply to the first payment due to the city on the later of (a.) January 1st; or (b.) after 60 days following written notice to the network provider of the increase and new annual rate.

c. Network provider's installation of its own transport facilities—In addition to the public right-of-way rate, the sum of \$28.00 multiplied by number of network provider's network nodes in the public right-of-way for which transport facilities provide backhaul until time payment exceeds monthly aggregate per node compensation.

(4) Collocation on service poles by network provider (per V.T.C.A., Local Government Code, ch. 284)—\$20.00 per year per service pole (will be pro-rated for the months remaining in the calendar year after the later date of the permits issued for the network node at the location)

(5) Connection of network node to network using the public right-of-way to obtain transport service from a person paying municipal fees to occupy public right-of-way equivalent to at least \$28.00 per node per monthNo additional cost

(d) *Public Safety Training Complex fees*

The PTSC is only available to public safety partners, no public bookings are available.

Facility		Daily	Weekly
PSTC BUILDING C			

	Classroom Red	\$200.00	\$500.00
	Classroom Blue	\$200.00	\$500.00
	Classrooms Red & Blue	\$400.00	\$1,000.00
	Sim Area	\$200.00	\$500.00
	Romper Room	\$200.00	\$500.00
SLFD FIRE FIELD			
	Conex Structure	\$100.00	
	Ventilation Prop	\$100.00	
SLPD LEGACY GUN RANGE			
	Outdoor gun range (50 yard)	\$100.00	
PSTC MULTI-USE WAREHOUSE			
	Warehouse	\$50.00	
AFTER HOURS FEE			
	Monday – Friday 0600-1800	\$70.00	

Sec. 2-140. Miscellaneous fees:

The fees set out below are adopted for the city services outlined therein:

- (a) *Alcoholic beverages*Full amount allowed by state statute
- (b) *Returned checks or dishonored credit card transactions, per occurrence*Full amount allowed by state statute
- (c) *Copies of city records*Full amount allowed by state statute
- (d) *Requests that require large amounts of staff time*Full amount allowed by state statute
- (e) *Notarial Service*\$7.50
- (f) *Paper copies of municipal court records*\$0.10 per page + \$20.00/hour

- (g) *Electronic compilation and distribution of municipal court records (each report)*\$19.75
- (h) *Municipal court record on flash drive, compact disc or other storage medium (each)*\$3.75
- (i) *Convenience fee for credit card transactions other than Utility payments2% of total transaction*
- (j) *Accident report copies - regular*\$6.00
- (k) *Accident report copy – certified*\$8.00
- (l) *Fingerprinting, per card*\$12.25
- (m) *Parking placards (subsection 5-140(b)(6)):*
 Resident12.75
 Guest2.00
- (n) *Solicitor's license 15 years of age and over.....\$98.25*
- (o) *Solicitor's license 14 years of age and under\$0.00*
- (p) *Application for municipal setting designation*\$10,370.00
- (q) *Application for tax abatement*\$1,000.00

Section 2. That Chapter 5, Article VIII, Division 3, Rates and Charges is amended to read as follows:

DIVISION 3. - RATES AND CHARGES

Sec. 5-246. - Monthly retail water rates.

(a) *Regular service.* Each customer receiving city retail water service through a meter must pay a monthly charge based on the following quantity and service charges by user class:

(1) Residential users must pay usage charges based on an increasing block volume rate for each 1,000 gallons of water, or portion thereof, as follows:

Volume Block (gallons)	Rate
0 to 3,000	\$1.21
3,001 to 10,000	1.39
10,001 to 20,000	1.90
Over 20,000	2.18

(2) Commercial users must pay usage charges based on a uniform volume rate of \$1.56 for each 1,000 gallons of water, or portion thereof.

(3) Landscape users must pay usage charges based on a uniform seasonal volume rate for each 1,000 gallons of water, or portion thereof, as follows:

Season	Rate
Winter (Oct.—Apr.)	\$1.55
Summer (May—Sept.)	\$1.94

(4) In addition to other charges, each residential, commercial and landscape user must pay a service charge based on the water meter size as follows:

Meter Size	Service Charge
$\frac{5}{8}$ inch	\$16.71
$\frac{3}{4}$ inch	16.71
1 inch	30.62
1½ inch	73.44
2 inch	115.36
3 inch	262.20
4 inch	651.33
6 inch	1,259.11
8 inch	1,603.55

(5) Surface water fee. In addition to other charges, each residential, commercial, and landscape user must pay a surface water fee of \$3.81/1,000 gallons of water or portion thereof.

(6) *Adjustments and payment plans.* The City Manager is authorized to implement policies and procedures to adjust residential water and surface water charges on bills

due to a water leak that was beyond the customer's control and resulted in a significantly higher water bill than the bill received for the same billing cycle in the immediately preceding year. Documentation of leak and repair must be provided. Adjustments are limited to one per rolling twelve-month period per customer. Customers who do not qualify for adjustment may be offered payment plan for higher-than-normal charges upon request.

(b) *Fire lines.* Any property served by a fire line must pay a monthly service charge of \$19.44 and the monthly quantity charge, if any, applicable to regular service.

(c) *Transient meters.* Any person making use of a transient meter must pay a monthly service charge of \$59.15 and the monthly quantity charge applicable to regular service.

Sec. 5-247. - Monthly retail wastewater charges.

Each residential and commercial user receiving city retail wastewater service must pay a monthly charge based on the following volume and service charges:

- (1) A uniform charge of \$3.62 for each 1,000 gallons of water, or portion thereof, provided through the meter, and
- (2) A service charge based on the customer's water meter size as follows:

Meter Size	Service Charge
5/8 inch	\$17.42
3/4 inch	17.42
1 inch	31.32
1½ inch	80.08
2 inch	125.62
3 inch	281.58
4 inch	729.87
6 inch	1,423.14
8 inch	1,800.22

(3) Unless subsection (4) applies, for residential customers, wastewater volume charges for April through March of the following year will be calculated using the lesser of the following:

- a. The customer's average monthly water usage for the latest preceding February and March bills for service; or
- b. Twelve thousand gallons per month.

(4) New and existing residential customers with no water usage billed in the latest preceding February and March will be charged a wastewater volume charge based on the average water usage billed to residential customers in the latest preceding February and March. In a new residential customer's first billing cycle, the wastewater volume charge will be prorated based on the number of days for which water service was received through a meter.

(5) Wastewater charges will not be imposed in conjunction with water service for a new meter installed on property for new residential construction until the expiration of 90 days of service, or the date of permanent occupancy, whichever first occurs.

(6) Wastewater charges will not be imposed in conjunction with water service for a new meter installed on property for new nonresidential construction until the expiration of 180 days of service, or the date of permanent occupancy, whichever first occurs.

Sec. 5-248. - Out of city retail customers.

- (a) Retail water and wastewater customers located outside of the city's corporate limits and not governed by a Strategic Partnership Agreement with the city will be charged double the rate for water, wastewater, and surface water service that applies to retail customers located within the city.
- (b) Retail water and wastewater customers located outside of the city's corporate limits and governed by a Strategic Partnership Agreement with the city will be charged the same rate for water, wastewater, and surface water service that applies to retain customers located within the city.

Sec. 5-249. - Water and wastewater charges for districts served by the utility system.

(a) *Application.* This section provides for usage and connection charges to any district located in the city's extraterritorial jurisdiction that contracts with the city to receive water or wastewater services from the city's utility system.

(b) *Quantity charges.*

(1) *Amount.* The city will bill and the district must pay monthly water, wastewater, and surface water quantity charges, in the same manner as provided for in this chapter for retail customers, in the following amounts:

- a. Water: \$1.47 per 1,000 gallons of metered water.
- b. Wastewater: \$1.90 per 1,000 gallons of metered water.
- c. Surface water fee: \$4.57 per 1,000 gallons of metered water.

(2) Calculation of surface water fee. The surface water fee under subsection (1)c. must be determined by subtracting the metered volume of reclaimed water produced and used by the district from the total metered volume used by the district.

(c) *Connection charges.*

(1) *Amount.* The district must pay the city a connection charge in the following amounts for each equivalent single-family connection made to the district's water and wastewater system:

Categories	North of the Brazos	South of the Brazos
Water Production and Storage	\$737.47	\$3,200.00
Water Distribution and Wastewater collection	\$3,586.69	\$0.00
Wastewater Treatment	\$2,280.84	\$7,400.00
Surface Water	\$0.00	\$900.00
Total connection fee	\$6,605.00	\$11,500.00

(2) *Calculation of connection charge.* The connection charge is imposed to pay for the capital costs of providing water and wastewater services to a district that contracts with the city for water and wastewater services provided by the utility system. The connection charge is based on the city's projected capital cost of providing the required capital facilities for the utility system that will be necessary to serve the utility system service area as determined by the city from time to time. The basis on which the city calculates the connection charge and from time to time adjusts the connection charge must be reduced to writing and filed as a city record, which must show:

- a. The estimated capital costs of providing future utility system facilities for the service area for which connection charges have not been previously paid; and
- b. The estimated number of connections that will be served by the system in the future for which connection charges have not been paid.

(3) *Time of payment.* The district must pay the connection charge imposed in this section to the city before water or wastewater service is provided by the district to any premises for which a connection charge has not been paid. For residential subdivisions, the district will pay the connection charge to the city for the estimated number of equivalent single-family service connections that will be needed to serve the subdivision, or portion thereof, being platted before the plat is recorded in the county real property records. For nonresidential properties, the district will pay the connection charge to the city for the estimated number of equivalent single-family service connections to serve the property before the city issues a slab permit for the property.

(4) *Credit for facilities.* The city manager may approve a written agreement with a district that provides for the district to receive credits for connection charges for constructing "oversized" facilities requested by the city or other facilities that would not otherwise be required to be constructed by the district to serve development within the district.

(5) *Deposit of funds.* All connection charges collected by the city under this section must be deposited in a construction fund and used solely to pay the capital costs of the utility system.

Sec. 5-250. - Schedule of service fees and charges.

The following fees and charges apply to the water and wastewater services provided under this article:

Delinquent process fee (section 5-279):

To continue service if payment not received by 9:00 a.m. on termination date\$50.00

Deposits (section 5-269):

Single-family50.00

Multifamily: two months' average usage based on prior tenant's usage. For first time occupancy, usage will be based on usage tables.

Commercial: Two months' average usage based on standard projected usage tables.

Sprinkler100.00

Additional deposit if termination for nonpayment25.00

Beginning with the second termination, up to a maximum of \$100.00 additional deposit.
Grease trap inspection fee50.00

Grease trap reinspection fee50.00

Transient meters:

One inch603.00

Two inches1,455.00

Meter tampering (section 5-280):

Administrative fee51.00

Reinstallation fee163.20

Meter test fees (section 5-311)214.20

Return check fee—See section 2-140.

Service initiation fee:

Twenty-four hours' notice or more0.00

Less than 24 hours' notice25.00

Additional service call (if meter shows water running and new service cannot be initiated per request)10.00

Sewer tap fees:

Four-inch residential200.00

Six-inch commercial tap300.00

Eight-inch commercial tap400.00

Temporary water service charge (30 days or less)10.00

Water connections (section 5-310):

Meter Size (in inches)	Set
$\frac{3}{4}$	\$915.00
1	1,265.00
1½	1,570.00
2	1,670.00

Meter downsizing (section 5-310)\$125.00

Annual permit fees for industrial users of wastewater treatment plant:

(1) Industrial discharger Category I\$9,000.00

(2) Industrial discharger Category II7,000.00

(3) Industrial discharger Category III5,000.00

(4) Industrial discharger Category IV1,000.00

a. Category I industrial dischargers: City inspection once per year, city monitoring twice per year, self-monitoring twice per month, and self-reporting twice per year.

- b. Category II industrial dischargers: City inspection once per year, city monitoring twice per year, self-monitoring once per quarter, and self-reporting once per quarter.
- c. Category III industrial dischargers: City inspection once per year, city monitoring twice per year, self-monitoring twice per year, and self-reporting twice per year.
- d. Category IV industrial dischargers: City inspection once per year, city monitoring as required by city's permit and self-reporting semi-annually.

Sec. 5-251. - Groundwater reduction plan pumpage fees.

- (a) Groundwater reduction plan (GRP) pumpage fee\$3.55/1,000 gallons

Each entity that participates in the city's groundwater reduction plan must pay a monthly pumpage fee in the amount of \$3.55 per 1,000 gallons of:

- (1) Ground water that the entity pumps from a well operating under a permit issued by the Fort Bend Subsidence District; and
 - (2) Water supplied by the city to the entity as part of the groundwater reduction plan.
- (c) Groundwater reduction plan (GRP) participants outside the corporate city limits of Sugar Land shall incur an additional 20 percent charge in addition to GRP fees billed as an out of city service fee.

Sec. 5-252. - Industrial waste charges and permit fees.

- (a) *Annual permit fees for industrial users of wastewater treatment plant.* Each industrial user must pay the following annual permit fees to the city:

- (1) Industrial Discharger—Category I\$9,000.00
- (2) Industrial Discharger—Category II7,000.00
- (3) Industrial Discharger—Category III5,000.00
- (4) Industrial Discharger—Category IV1,000.00

- a. Category I Industrial Dischargers: City inspection once per year, city monitoring twice per year, self-monitoring twice per month, and self-reporting twice per year.
- b. Category II Industrial Dischargers: City inspection once per year, city monitoring twice per year, self-monitoring once per quarter, and self-reporting once per quarter.
- c. Category III Industrial Dischargers: City inspection once per year, city monitoring twice per year, self-monitoring twice per year, and self-reporting twice per year.
- d. Category IV Industrial Dischargers: City inspection once per year, city monitoring as required by city's permit and self-reporting semiannually.

(b) *Industrial surcharges.* In addition to any other fees required by this Code, each industrial user must pay to the city the surcharges shown below for discharges and contributions to the city's sewers that have not been approved by the city and that:

- (1) Have a five-day biochemical oxygen demand greater than 300 ppm by weight; or
- (2) Contain more than 400 ppm by weight of total suspended solids.

Surcharge amounts:

cBOD5\$0.10 per pound exceeding the limit

Total suspended solids\$0.08 per pound exceeding the limit

Sec. 5-253. - Fee for untreated (raw) surface water.

(a) Each entity that receives untreated (raw) surface water from the city must pay a monthly fee in the amount of \$0.56 per 1,000 gallons of metered untreated (raw) surface water.

(b) Any person found guilty of violating this section will be fined not more than \$2,000.00 for each offense. A violation of this section requires a culpable mental state of "recklessness." Each day any violation continues constitutes a separate offense.

Sec. 5-254 –5-265. – Reserved.

Section 3. That Chapter 5, Article VIII, Division 12 (Municipal Drainage Utility System) is amended by amending section 5-413 to read as follows:

Sec. 5-413. Stormwater Compliance Fee Rates.

(a) The owner or occupant of any single-family residential lot will be charged a monthly Stormwater Compliance Fee as follows:

Tier	Minimum IA SF	Maximum IA SF	Monthly Fee
1	0	3,500	\$2.06
2	3,501	4,800	\$3.08
3	4,801		\$4.62

(b) The owner or occupant of any place of worship, multi-family or commercial lot will be charged a monthly Stormwater Compliance Fee as follows:

Total SF of IA / 4200 X \$3.08

Section 4. That Chapter 5, Article IX, Division 1, Section 5-421(b) (Fire protection service fee for districts in extraterritorial jurisdiction) is amended to read as follows:

(b) Each district that contracts with the city to receive fire protection services from the city must pay a monthly fee of \$24.00 per fire service connection, per month, for the full cost of fire service.

Section 5. That Chapter 5, Article IX, Division 1, Section 5-422(b) (Emergency medical service fee for districts in extraterritorial jurisdiction) is amended to read as follows:

(b) Each district that contracts with the city to receive Emergency medical services from the city must pay a monthly fee of \$14.75 per service connection, per month, for the full cost of EMS. This monthly fee excludes charges incurred per call and billed pursuant to the city's fee ordinance in chapter 2.

Section 6. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance will not affect the validity of the remainder of the ordinance.

Section 7. That this ordinance is effective on January 1, 2026.

APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Mendenhall, City Clerk



City Council Agenda Request September 2, 2025

Agenda Request No: IX.D.

Agenda of: City Council Meeting

Initiated by: Mike Martinez, Budget Manager

Presented by: ShaLae Steadman, Director of Budget

Responsible Department: Budget

Agenda Caption:

PUBLIC HEARING 5:30 P.M.: Receive and hear all persons desiring to be heard on the proposed 2025 assessment for properties located in the Park at Eldridge Public Improvement District.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2384:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, APPROVING AND ADOPTING THE 2026 SERVICE PLAN; THE 2025 ASSESSMENT ROLL; AND LEVYING ASSESSMENTS FOR THE 2025 CALENDAR YEAR FOR PROPERTY LOCATED IN THE PARK AT ELDRIDGE PUBLIC IMPROVEMENT DISTRICT.

Recommended Action:

Hold a public hearing followed by First Reading of the 2025 proposed assessment for the Park at Eldridge Public Improvement District, Ordinance No. 2384

Executive Summary:

Background Information

The Park at Eldridge began development in 2021, and through petition by the developer to the City, the PID was created in 2021 to finance public infrastructure required for development of homes in the area, instead of creating an in-City Municipal Utility District (MUD) to support development as adjacent neighborhoods did. The PID is a more cost-effective means to financing public infrastructure than a MUD and the small size of the development made a MUD a less - effective means to fund the improvements. Infrastructure allowed to be reimbursed included street and drainage improvements as well as utility improvements that were required to serve the homes.

The City will reimburse the developer for the investment in the infrastructure upon reaching the certified assessed value threshold of \$25.5 million. The Development Agreement provides reimbursement of \$1,555,636, plus actual interest, up to \$1,742,312 for improvement projects -

the reimbursement will be financed by the City over 20 years to allow the payments to be spread over time. The debt is funded through the assessment on property owners in the Park at Eldridge. The assessment is anticipated to remain unchanged through the life of the PID (the PID expires in 2044). The City contributes property taxes to the PID similar to in-City MUDs in other parts of the City.

2025 Assessment

The Park at Eldridge PID proposed assessment rate is \$935 per lot for tax year 2025. The assessment is billed and collected by Fort Bend County and included on the property tax bill for these properties.

Public Hearing

In accordance with Local Government Code § 372.016, notice to hold a public hearing on the proposed PID assessment must be published in at least one newspaper of general circulation in the county in which the municipality is located. This notice must be published not later than the 10th day before the public hearing on the proposed assessment.

Based on the FY26 budget, the City has prepared a proposed assessment roll. The roll states the assessment to be levied against each parcel of land in the district. The proposed assessment roll was filed with the City Secretary as required by the code referenced above and the attached notice of public hearing was published on August 20st and mailed to each property owner as required. The proposed assessment roll is subject to public inspection.

Public Hearing Comments

The public hearing notice provides the ability for residents to comment online for the public hearing. The public hearing will be held just ahead of the first consideration on Ordinance 2384.

Recommended Action

Consider and approve first reading of the 2025 proposed assessment for the Park at Eldridge Public Improvement District

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): N/A

Attachments

1. Ordinance No.2384
2. Exhibit A - Park at Eldridge Assessment Roll
3. Exhibit B - 2025 Service Plan

4. 2025 Public Hearing Notice
5. 2025 Letter to Residents

ORDINANCE NO. 2384

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, APPROVING AND ADOPTING THE 2026 SERVICE PLAN; THE 2025 ASSESSMENT ROLL; AND LEVYING ASSESSMENTS FOR THE 2025 CALENDAR YEAR FOR PROPERTY LOCATED IN THE PARK AT ELDRIDGE PUBLIC IMPROVEMENT DISTRICT.

WHEREAS, Chapter 372 (Public Improvement District Assessment Act) of the Texas Local Government Code (Act) authorized the creation of the Park at Eldridge Public Improvement District (District); and

WHEREAS, on April 6, 2021, the City Council passed Resolution 21-04 establishing the District; and

WHEREAS, on September 2, 2025, the City Council held a public hearing, properly noticed under the Act, to consider the levy of the proposed assessments on property located within the District for calendar year 2025; and

WHEREAS, at the September 2, 2025 public hearing, the City Council provided the public an opportunity to state their objections to the proposed assessment, NOW, THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

Section 1. That the facts and recitations set forth in this ordinance are declared true and correct.

Section 2. That the assessments set out in **Exhibit A**, attached and incorporated into this ordinance:

- (a) should be made and levied against the property and property owners within the District;
- (b) are in proportion to the benefits to the property for the services and improvements in the District; and
- (c) establish substantial justice, equality, and uniformity in the amount assessed against each property owner for the benefits received and burdens imposed.

Section 3. That the 2026 Service Plan set out in **Exhibit B**, attached and incorporated into this ordinance, is feasible and sound and will serve the needs of the property owners in the District and that the assessment rate of \$935 per lot is reasonable and consistent with the special benefits conferred by the District.

Section 4. That the procedures followed and apportionment of the cost of the services and improvements in the District comply with applicable law and the purpose for which the District was formed.

Section 5. That the following are exempted from the payment of the assessment and are excluded from the assessment roll:

- (a) property owned by a utility that is located in a public street or rights-of-way;
- (b) property owned by the City and used for a public purpose; and
- (c) property platted as a "Restricted Reserve" on the plat filed as File No. 2023073715 and 20230163 in the real property records of Fort Bend County.

Section 6. That the assessments shown on **Exhibit A** are levied and assessed against the property in the District and against the record owner of the property identified by the Fort Bend County Appraisal District records.

Section 7. That the assessment shown in **Exhibit A**:

- (a) accrues interest at a rate of 0% from the effective date of this Ordinance until February 1, 2025;
- (b) accrues interest, penalties, and attorney's fees in the same manner as a delinquent ad valorem tax after February 1, 2025, until paid; and
- (c) is a lien on the property shown in **Exhibit A** and the personal liability of the property owner.

Section 8. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance will not affect the validity of the remainder of the ordinance.

APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

DAnn Shea Smith

Linda Mendenhall, City Clerk

**Park at Eldridge PID
2025 Assessment Roll
EXHIBIT A**

TaxYear	OwnerQuick RefID	Percent Ownership	LegalDescription	MailingAddress	2025 Assessment
2025	R554987	100	The Park at Eldridge, BLOCK 1, Lot 11	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R554988	100	The Park at Eldridge, BLOCK 1, Lot 12	2010 Gardenia CT Sugar Land, TX 77498-4105	\$ 935
2025	R555002	100	The Park at Eldridge, BLOCK 1, Lot 26	13447 Beacon ST Sugar Land, TX 77498-4100	\$ 935
2025	R555005	100	The Park at Eldridge, BLOCK 1, Lot 29	13511 Beacon STA Sugar Land, TX 77498-4101	\$ 935
2025	R555006	100	The Park at Eldridge, BLOCK 1, Lot 30	13515 Beacon ST Sugar Land, TX 77498-4101	\$ 935
2025	R555019	100	The Park at Eldridge, BLOCK 1, Lot 43	13627 Beacon ST Sugar Land, TX 77478	\$ 935
2025	R555020	100	The Park at Eldridge, BLOCK 1, Lot 44	13631 Beacon ST Sugar Land, TX 77478	\$ 935
2025	R555037	100	The Park at Eldridge, BLOCK 2, Lot 4	2002 Orchid ST Sugar Land, TX 77498-4107	\$ 935
2025	R555038	100	The Park at Eldridge, BLOCK 2, Lot 5	2003 Sunflower CT Sugar Land, TX 77498-4109	\$ 935
2025	R555055	100	The Park at Eldridge, BLOCK 2, Lot 22	1020 West LOOP N#STE 200Houston, TX 77055-7256	\$ 935
2025	R555056	100	The Park at Eldridge, BLOCK 2, Lot 23	2011 Magnolia CT Sugar Land, TX 77478	\$ 935
2025	R554983	100	The Park at Eldridge, BLOCK 1, Lot 7	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R554985	100	The Park at Eldridge, BLOCK 1, Lot 9	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R554990	100	The Park at Eldridge, BLOCK 1, Lot 14	1020 West LOOP N#STE 200Houston, TX 77055-7256	\$ 935
2025	R554992	100	The Park at Eldridge, BLOCK 1, Lot 16	1020 West LOOP N#STE 200Houston, TX 77055-7256	\$ 935
2025	R555015	100	The Park at Eldridge, BLOCK 1, Lot 39	13611 Beacon ST Sugar Land, TX 77498-4102	\$ 935
2025	R555017	100	The Park at Eldridge, BLOCK 1, Lot 41	13619 Beacon ST Sugar Land, TX 77498-4102	\$ 935
2025	R555024	100	The Park at Eldridge, BLOCK 1, Lot 48	2011 Cape Cod CT Sugar Land, TX 77498-4103	\$ 935
2025	R555026	100	The Park at Eldridge, BLOCK 1, Lot 50	2019 Cape Cod CT Sugar Land, TX 77498-4103	\$ 935
2025	R555049	100	The Park at Eldridge, BLOCK 2, Lot 16	2015 Cottage CT Sugar Land, TX 77498-4104	\$ 935
2025	R555051	100	The Park at Eldridge, BLOCK 2, Lot 18	2010 Cottage CT Sugar Land, TX 77498-4104	\$ 935
2025	R555058	100	The Park at Eldridge, BLOCK 2, Lot 25	2014 Magnolia CT Sugar Land, TX 77498-4106	\$ 935
2025	R555060	100	The Park at Eldridge, BLOCK 2, Lot 27	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R554977	100	The Park at Eldridge, BLOCK 1, Lot 1	2002 Pearl ST Sugar Land, TX 77478	\$ 935
2025	R554979	100	The Park at Eldridge, BLOCK 1, Lot 3	2010 Pearl ST Sugar Land, TX 77498-4108	\$ 935
2025	R554981	100	The Park at Eldridge, BLOCK 1, Lot 5	2011 Gardenia CT Sugar Land, TX 77498-4105	\$ 935
2025	R554994	100	The Park at Eldridge, BLOCK 1, Lot 18	13415 Beacon ST Sugar Land, TX 77478-4100	\$ 935
2025	R554996	100	The Park at Eldridge, BLOCK 1, Lot 20	13423 Beacon ST Sugar Land, TX 77498-4103	\$ 935
2025	R555011	100	The Park at Eldridge, BLOCK 1, Lot 35	13535 Beacon ST Sugar Land, TX 77498-4101	\$ 935
2025	R555013	100	The Park at Eldridge, BLOCK 1, Lot 37	13603 Beacon ST Sugar Land, TX 77498-4102	\$ 935
2025	R555028	100	The Park at Eldridge, BLOCK 1, Lot 52	2027 Cape Cod CT Sugar Land, TX 77498-4103	\$ 935
2025	R555030	100	The Park at Eldridge, BLOCK 1, Lot 54	2022 Cape Cod CT Sugar Land, TX 77498-4103	\$ 935
2025	R555045	100	The Park at Eldridge, BLOCK 2, Lot 12	2002 Sunflower CT Sugar Land, TX 77498-4109	\$ 935
2025	R555047	100	The Park at Eldridge, BLOCK 2, Lot 14	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R555062	100	The Park at Eldridge, BLOCK 2, Lot 29	1020 West LOOP N#STE 200Houston, TX 77055-7256	\$ 935
2025	R555064	100	The Park at Eldridge, BLOCK 2, Lot 31	2011 Pearl ST Sugar Land, TX 77498-4108	\$ 935
2025	R554999	100	The Park at Eldridge, BLOCK 1, Lot 23	13435 Beacon ST Sugar Land, TX 77478	\$ 935
2025	R555001	100	The Park at Eldridge, BLOCK 1, Lot 25	13443 Beacon ST Sugar Land, TX 77498-4100	\$ 935
2025	R555008	100	The Park at Eldridge, BLOCK 1, Lot 32	13523 Beacon ST Sugar Land, TX 77498-4101	\$ 935

**Park at Eldridge PID
2025 Assessment Roll
EXHIBIT A**

TaxYear	OwnerQuick RefID	Percent Ownership	LegalDescription	MailingAddress	2025 Assessment
2025	R555010	100	The Park at Eldridge, BLOCK 1, Lot 34	13531 Beacon ST Sugar Land, TX 77498-4101	\$ 935
2025	R555033	100	The Park at Eldridge, BLOCK 1, Lot 57	2010 Cape Cod CT Sugar Land, TX 77498-4103	\$ 935
2025	R555035	100	The Park at Eldridge, BLOCK 2, Lot 2	2010 Orchid ST Sugar Land, TX 77478-4107	\$ 935
2025	R555040	100	The Park at Eldridge, BLOCK 2, Lot 7	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R555042	100	The Park at Eldridge, BLOCK 2, Lot 9	2014 Sunflower CT Sugar Land, TX 77498-4109	\$ 935
2025	R555065	100	The Park at Eldridge, BLOCK 2, Lot 32	2015 Pearl ST Sugar Land, TX 77498-4108	\$ 935
2025	R554978	100	The Park at Eldridge, BLOCK 1, Lot 2	2006 Pearl ST Sugar Land, TX 77498-4108	\$ 935
2025	R554980	100	The Park at Eldridge, BLOCK 1, Lot 4	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R554995	100	The Park at Eldridge, BLOCK 1, Lot 19	1020 West LOOP N#STE 200Houston, TX 77055-7256	\$ 935
2025	R554997	100	The Park at Eldridge, BLOCK 1, Lot 21	13427 Beacon ST Sugar Land, TX 77498-4100	\$ 935
2025	R555012	100	The Park at Eldridge, BLOCK 1, Lot 36	13539 Beacon ST Sugar Land, TX 77498-4101	\$ 935
2025	R555014	100	The Park at Eldridge, BLOCK 1, Lot 38	13607 Beacon ST Sugar Land, TX 77498-4102	\$ 935
2025	R555027	100	The Park at Eldridge, BLOCK 1, Lot 51	2023 Cape Cod CT Sugar Land, TX 77498-4103	\$ 935
2025	R555029	100	The Park at Eldridge, BLOCK 1, Lot 53	2026 Cape Cod CT Sugar Land, TX 77498-4103	\$ 935
2025	R555031	100	The Park at Eldridge, BLOCK 1, Lot 55	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R555044	100	The Park at Eldridge, BLOCK 2, Lot 11	2006 Sunflower CT Sugar Land, TX 77498-4109	\$ 935
2025	R555046	100	The Park at Eldridge, BLOCK 2, Lot 13	2003 Cottage CT Sugar Land, TX 77498-4104	\$ 935
2025	R555061	100	The Park at Eldridge, BLOCK 2, Lot 28	2002 Magnolia CT Sugar Land, TX 77498-4106	\$ 935
2025	R555063	100	The Park at Eldridge, BLOCK 2, Lot 30	2007 Pearl ST Sugar Land, TX 77498-4108	\$ 935
2025	R554986	100	The Park at Eldridge, BLOCK 1, Lot 10	2018 Gardenia CT Sugar Land, TX 77498-4105	\$ 935
2025	R554989	100	The Park at Eldridge, BLOCK 1, Lot 13	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R570056	33.33	The Park at Eldridge, BLOCK 1, Lot 27	13503 Beacon ST Sugar Land, TX 77498-4101	\$ 312
2025	R555003	66.67	The Park at Eldridge, BLOCK 1, Lot 27	14510 Marshall Bridge LN Sugar Land, TX 77498-2188	\$ 623
2025	R555004	100	The Park at Eldridge, BLOCK 1, Lot 28	13507 Beacon ST Sugar Land, TX 77498-4101	\$ 935
2025	R555021	100	The Park at Eldridge, BLOCK 1, Lot 45	13635 Beacon ST Sugar Land, TX 77498-4102	\$ 935
2025	R555022	100	The Park at Eldridge, BLOCK 1, Lot 46	13639 Beacon ST Sugar Land, TX 77498-4102	\$ 935
2025	R555036	100	The Park at Eldridge, BLOCK 2, Lot 3	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R555039	100	The Park at Eldridge, BLOCK 2, Lot 6	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R555053	100	The Park at Eldridge, BLOCK 2, Lot 20	2002 Cottage CT Sugar Land, TX 77498-4104	\$ 935
2025	R555054	100	The Park at Eldridge, BLOCK 2, Lot 21	2003 Magnolia CT Sugar Land, TX 77498-4106	\$ 935
2025	R554982	100	The Park at Eldridge, BLOCK 1, Lot 6	15725 N Dallas PKWY #STE 300Addison, TX 75001-385	\$ 935
2025	R554993	100	The Park at Eldridge, BLOCK 1, Lot 17	13411 Beacon ST Sugar Land, TX 77478	\$ 935
2025	R555000	100	The Park at Eldridge, BLOCK 1, Lot 24	13439 Beacon ST Sugar Land, TX 77478-4100	\$ 935
2025	R555007	100	The Park at Eldridge, BLOCK 1, Lot 31	13519 Beacon ST Sugar Land, TX 77498-4101	\$ 935
2025	R555018	100	The Park at Eldridge, BLOCK 1, Lot 42	13623 Beacon ST Sugar Land, TX 77498-4102	\$ 935
2025	R555025	100	The Park at Eldridge, BLOCK 1, Lot 49	2015 Cape Cod CT Sugar Land, TX 77498-4103	\$ 935
2025	R555032	100	The Park at Eldridge, BLOCK 1, Lot 56	2014 Cape Cod CT Sugar Land, TX 77498-4103	\$ 935
2025	R555043	100	The Park at Eldridge, BLOCK 2, Lot 10	2010 Sunflower CT Sugar Land, TX 77498-4109	\$ 935
2025	R555050	100	The Park at Eldridge, BLOCK 2, Lot 17	2014 Cottage CT Sugar Land, TX 77498-4104	\$ 935

**Park at Eldridge PID
2025 Assessment Roll
EXHIBIT A**

TaxYear	OwnerQuick RefID	Percent Ownership	LegalDescription	MailingAddress	2025 Assessment
2025	R555057	100	The Park at Eldridge, BLOCK 2, Lot 24	2015 Magnolia CT Sugar Land, TX 77498-4106	\$ 935
2025	R554984	100	The Park at Eldridge, BLOCK 1, Lot 8	2023 Gardenia CT Sugar Land, TX 77498-4105	\$ 935
2025	R554991	100	The Park at Eldridge, BLOCK 1, Lot 15	15725 N Dallas PKWY #STE 300Addison, TX 75001-3850	\$ 935
2025	R554998	100	The Park at Eldridge, BLOCK 1, Lot 22	13431 Beacon ST Sugar Land, TX 77498-4100	\$ 935
2025	R555009	100	The Park at Eldridge, BLOCK 1, Lot 33	13527 Beacon ST Sugar Land, TX 77498-4101	\$ 935
2025	R555016	100	The Park at Eldridge, BLOCK 1, Lot 40	13615 Beacon ST Sugar Land, TX 77498-4102	\$ 935
2025	R555023	100	The Park at Eldridge, BLOCK 1, Lot 47	2003 Cape Cod CT Sugar Land, TX 77478-4103	\$ 935
2025	R555034	100	The Park at Eldridge, BLOCK 2, Lot 1	15725 N Dallas PKWY #STE 300Addison, TX 75001-3850	\$ 935
2025	R555041	100	The Park at Eldridge, BLOCK 2, Lot 8	2015 Sunflower CT Sugar Land, TX 77498-4109	\$ 935
2025	R555048	100	The Park at Eldridge, BLOCK 2, Lot 15	2011 Cottage CT Sugar Land, TX 77498-4104	\$ 935
2025	R555052	100	The Park at Eldridge, BLOCK 2, Lot 19	2006 Cottage CT Sugar Land, TX 77498-4104	\$ 935
2025	R555059	100	The Park at Eldridge, BLOCK 2, Lot 26	2010 Magnolia CT Sugar Land, TX 77498-4106	\$ 935
				Total	\$ 83,215

Exhibit B

Park at Eldridge PID Service Plan for FY2026 – 2030

Fiscal Year	2026	2027	2028	2029	2030
<u>Revenues</u>					
Assessments	83,215	87,665	97,900	97,900	97,900
City Contribution	12,649	51,938	52,590	52,590	52,590
Interest Income	7,140	11,487	9,290	7,245	5,639
Total Sources	103,004	151,090	159,780	157,735	156,129
<u>Expenses</u>					
Debt Service	-	45,000	202,500	196,875	191,250
Billing & Collection	50	5,050	50	50	50
Total Uses	50	50,050	202,550	196,925	191,300
Fund Balance Drawdown	102,954	101,040	(42,770)	(39,190)	(35,171)
Annual Assessment	\$ 935	\$ 985	\$ 1,100	\$ 1,100	\$ 1,100

Park at Eldridge PID Assessment Plan

The Park at Eldridge PID proposed assessment rate is \$935 per lot for tax year 2025.

PID Assessment bills are mailed by the Fort Bend County Tax Office directly to the property owners (to the mailing address listed with the Tax office) and will be collected on the schedule listed below:

Mailed no later than December 31

Due by January 31

Delinquent on February 1

Penalties and interest accrue to delinquent PID assessments just as with delinquent property taxes. The penalty rate on delinquent PID assessment levies is 10% per year. PID assessments remain with the property and continue to accrue penalties until paid in full with the Fort Bend County Tax Office.



NOTICE OF PUBLIC HEARING PARK AT ELDRIDGE PUBLIC IMPROVEMENT DISTRICT ASSESSMENT

The City of Sugar Land will hold a public hearing on the proposed 2025 assessment for properties located in the Park at Eldridge Public Improvement District at 5:30 p.m. during the City Council Meeting September 2nd, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North.

The District was created to finance public infrastructure improvements to the Park at Eldridge subdivision, a single-family residential development covering approximately 21.4 acres situated across Eldridge Road and West Airport Boulevard. The City will reimburse developers \$1,555,636, plus actual interest not exceeding \$1,742,312, for improvement projects. Reimbursement will be contingent upon reaching the certified assessed value threshold.

The proposed assessment for 2025 is set at \$935 per lot.

Oral or written objections or input will be considered at the public hearing or you may visit www.sugarlandtx.gov/PublicHearingComment for feedback or information.



CITY OF SUGAR LAND

August 15, 2025

Dear Resident,

Enclosed is a notice of public hearing regarding the Park at Eldridge Public Improvement District (PID) assessment for 2025. In advance of the public hearing- which is September 2nd at 5:30 pm, the City of Sugar Land would like to provide some background information regarding the PID- including its role in the development of the Park at Eldridge subdivision.

The Park at Eldridge began development in 2021, and through petition by the developer to the City, the PID was created to finance public infrastructure required for development of homes in the area, instead of creating an in-City Municipal Utility District (MUD) to support development as adjacent neighborhoods did. The PID is a more cost-effective means to financing public infrastructure than a MUD and the small size of the development made a MUD a less effective means to fund the improvements. Infrastructure allowed to be reimbursed included street and drainage improvements as well as utility improvements that were required to serve the homes.

The city will reimburse the developer for the investment in the infrastructure upon reaching the certified assessed value threshold of \$25.5 million - the reimbursement will be financed by the City over 20 years to allow the payments to be spread over time.

The debt is funded through the assessment on property owners in the Park at Eldridge. The City contributes property taxes to the PID similar to in-City MUDs in other parts of the City.

The proposed assessment for 2025 is \$935 per lot.

If you have any questions, please feel free to contact the City through our 311 contact center.

Warm Regards,

A handwritten signature in blue ink that reads "ShaLae Steadman".

ShaLae Steadman
Director of Budget



City Council Agenda Request September 2, 2025

Agenda Request No: IX.E.

Agenda of: City Council Meeting

Initiated by: Mike Martinez, Budget Manager

Presented by: ShaLae Steadman, Director of Budget

Responsible Department: Budget

Agenda Caption:

PUBLIC HEARING 5:30 P.M.: Receive and hear all persons desiring to be heard on proposed Fiscal Year 2026 Budget.

Consideration of and action on setting a date for deliberation and adoption of the Fiscal Year 2026 Budget.

Recommended Action:

Receive and hear all persons desiring to be heard on proposed Fiscal Year 2026 Budget.

Consideration of and action on setting a date for deliberation and adoption of the Fiscal Year 2026 Budget.

Executive Summary:

The Fiscal Year 2026 (FY26) proposed budget and five-year Capital Improvement Program (CIP) were provided to the City Council on July 15, 2025, in accordance with the City Charter. The proposed budget includes \$336 million for operations and \$184 million for capital projects. The proposed Fiscal Year 2026 (FY26) budget and five-year capital improvement program (CIP) follow guidelines in the City Council-adopted Financial Management Policy Statements.

The focus of the budget is an investment in priorities and services that provide high value to the Sugar Land community today and into the future, including public safety, redevelopment, data-based decision making, and maintaining a championship workforce. The proposed budget provides for future success, ensures continued financial & operational stability, and is structurally balanced and sustainable into the future. Our goal is to balance investment in both maintenance & operations and capital funding to increase our resiliency in FY26 and into the future.

With a continued focus on carrying out our trailblazing vision of creating a life better than our employees, residents, and businesses can imagine, our priorities included continued investment

in our workforce, public safety, and infrastructure. Staff continues to focus on alignment of City Council's eight strategic outcome areas that reflect our community's needs and continue to propel us forward. Staff also continue to support our five All-In Initiatives to accomplish the strategic outcomes and deliver City Council's vision. These are wide-scale and involve efforts across every department to aid in their success. The five All-In Initiatives are:

Enhancing Suburban Community
Boosting Community Reputation
Encouraging Community Engagement
Fostering Sensitive Redevelopment
Stimulating Economic Growth

The FY26 budget provides leadership in conservative, resilient, and responsible stewardship through strategic investment in priority areas. We must seek to stay relevant and preserve the quality of life in Sugar Land for our residents. The proposed budget provides for future success, ensures continued financial and operational stability and is structurally balanced and sustainable into the future. Our goal is to balance investment in both maintenance and operations and capital funding to increase our resiliency in FY26 and into the future.

The city continues to be recognized as a leader in financial stewardship, with strategies specifically tailored to the community and designed to maximize both the conservative nature of the city's finances and to offset the residential tax burden. Sugar Land has one of the lowest residential tax burdens per capita in comparison to peer cities, in addition to the fact that Sugar Land's tax rate represents only a small percentage of the total average residential tax burden.

Proposed Budget & Five-Year CIP

The Five-Year CIP totals \$766 million, with \$184 million in projects funded in FY26. After the election and upon approval of GO Bond propositions, projects have been assigned timing based on funding availability, inflation, and other factors in the Five-Year CIP.

The proposed budget and five-year CIP are built with a recommended increase to the nominal tax rate, specifically for the completion of the remaining projects from the 2019 GO Bond Election. The current aggregate tax rate of \$0.353210 is planned to increase approximately \$0.01, for a new total tax rate of approximately \$0.363210. The budget also recommends utility rate increases needed to financially sustain the water and wastewater utility and implement the IWRP and water and wastewater master plans. The proposed rates result in an increase to residents of approximately 5%. Residential solid waste services will increase based on the contract to \$22.98 per month, which will take effect on January 1, 2026.

Budget Workshops

Throughout August, the City Council has reviewed the proposed budget and CIP in detail through a series of workshops. The tax rate to support the FY26 budget will be recommended and decided through a separate process. A public hearing on the proposed tax rate will be held on September 9, 2025.

Public Hearing

In accordance with LOCAL GOVERNMENT CODE § 102.0065, notice to hold a public hearing

on the budget must be published in at least one newspaper of general circulation in the county in which the municipality is located. This notice must be published not later than the 10th day, or earlier than the 30th day before the public hearing on the budget.

The budget hearing notice must contain specific information about property tax increases in a type of a size at least equal to the type used for other items in the notice: (updated since receiving the certified tax roll)

“This budget will raise less revenue from property taxes than last year’s budget by an amount of \$947,358, which is a 1.2 percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$313,716.”

	TAX YEAR 2024	TAX YEAR 2025	TAX YEAR 2025
	Fiscal Year 2025 Adopted Budget	Adoption of FY26 Budget at Proposed Tax Rate	Adoption of FY26 Budget at No-New Revenue Rate
Tax Rate	0.35321	0.36321	0.367991
Homestead Exemption %	15%	15%	15%
Average Home Assessed Value	\$505,735	\$522,316	\$522,316
Homestead Exemption	\$75,860	\$78,347	\$78,347
Average Homestead Taxable Value (Net of Homestead Exemption)	\$429,875	\$443,969	\$443,969
Tax on Average Homestead	\$1,518	\$1,613	\$1,634
Changes from Prior Year		\$95 or 6.2%	\$116 or 7.6%

The notice of public hearing was published on August 20, 2025, in the Fort Bend Independent.

Recommendation

Staff recommends that City Council receive and hear all persons desiring to speak on the FY26 proposed budget and take action to set a date of September 16, 2025 for deliberation and adoption of the Fiscal Year 2026 budget.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): N/A

Attachments

None



City Council Agenda Request September 2, 2025

Agenda Request No: X.A.

Agenda of: City Council Meeting

Initiated by: Mike Martinez, Budget Manager

Presented by: Justyn Mejorado, Assistant Director of Budget

Responsible Department: Budget

Agenda Caption:

FIRST AND FINAL CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2386:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF SUGAR LAND, TEXAS, TO PROVIDE THAT THE REVISED BUDGET ADDRESS FUNDS RELATING TO CERTAIN CAPITAL AND OPERATING BUDGET MATTERS AND THAT THIS AMENDMENT BE ADOPTED AS THE BUDGETED AMOUNT FOR THOSE FUNDS.

Recommended Action:

Approve the First and Final Reading of Ordinance No. 2386, an Ordinance of the City Council of the City of Sugar Land, Texas, amending the Fiscal Year 2024-2025 Budget for the City of Sugar Land, Texas to provide that the revised budget addresses funds relating to certain capital and operating budget matters and that this amendment be adopted as the budgeted amount for those funds.

Executive Summary:

The City's budget is adopted by one reading of an ordinance each year by City Council as stipulated by the City Charter. After the budget is adopted, additional appropriations that are needed, require City Council approval through a budget ordinance. To streamline the process, the Budget Office consolidates amendment requests into a single budget ordinance and brings them forward on a semi-annual basis, or as needed. The final amendment is to reflect the year-end projections as the revised budget for the year.

This action will amend the FY25 Budget to year-end projections. The benefits of amending the current year's budget include adjusting revenue streams to reflect anticipated collections, as well as capturing savings in the estimated fund balance so they can be appropriated in the following year's budget. Fund balance that is more than the policy requirement is considered a one-time funding source and can be used to fund one-time or non-recurring expenditures in FY26 as outlined in the Financial Management Policy Statements. Amending the budget helps to give a

more accurate picture of the City's financial position at year-end.

The following information provides a brief overview of changes to the major operating funds.

General Fund

The General Fund is projected to end FY25 with a balance of \$47.07M, which is \$7.45M better than the revised budget and \$13.23M above the fund balance policy requirement. This positive result is predominately driven by actual sales tax collections.

Revenues are projected to exceed the budget by \$8.42M. The strong performance in sales tax collections is attributed to both inflationary impacts on taxable goods and increased consumer activity, particularly in retail and dining sectors, which outpaced conservative budget estimates. License and permit revenues are up by \$1.55M, including \$1.04M in one-time fees related to construction at New Clements High School and Creek Bend. Additional one-time revenue from insurance recovery contributed to the gain from Other revenues, though it is partially offset by higher insurance deductible costs. Minor revenue shortfalls are expected in fines and forfeitures, interest income, and other taxes.

Expenditures are projected to increase by \$0.97M from the current budget, reflecting necessary increases for insurance deductible costs, FBCAD collections, additional run-off election costs, and other operational needs.

Debt Service Fund

The net impact of revenue and expenditure projections in this fund results in an increase in the ending fund balance of \$12.45M to \$14.31M. Revenues are lower than budget by \$0.58M due to lower property taxes collection partially offset by higher interest income. Expenditures are lower than budget by \$2.44M, driven by the difference in actual debt service payment schedules for new issues versus planned.

Tourism Fund

The net impact of revenue and expenditure changes in the fund results in an ending fund balance that is \$0.14M higher than budgeted, for an ending balance of \$3.05M, which \$3.5M higher than the policy requirement. Hotel Occupancy Tax revenues are projected to be \$0.18M higher than originally anticipated.

Utility Fund

The net impact of revenue and expenditure projections increases to the ending balance by \$0.42M when compared to the current budgeted ending balance. Revenues are projected to be \$0.69M higher than budget, largely due to higher than anticipated interest income. However, lower than anticipated summer month consumption estimates a decrease among user fee charges and fees.

The fund has sufficient cash equivalent balance compared to policy and is anticipated to have an ending fund balance of \$31.1M.

Airport Fund

The Airport Fund is projected to end FY25 with a balance of \$13.05M, which is higher than budgeted estimate by \$2.62M. This result is from the cost of fuel to the city being lower than budgeted, increases in interest income, lease revenues, other service charges and other minor operating expenditure adjustments. Operating reserve and bond coverage ratios are well above minimum requirements at 4.73%.

Solid Waste Fund

The net impact of revenue and expenditure projections increases to the ending balance of \$2.41M when compared to the current budgeted ending balance. Revenues are projected to be \$0.30M higher than budget. This includes higher than expected residential collections, franchise fees and capturing interest income. The fund is anticipated to have an ending fund balance of \$2.41M.

FY25 CIP Previously Approved Budget Amendments

CPK2302 - Cullinan Park Improvements Phase III - \$390,000 to Revenues & Expenditures
CST2102 – University Boulevard Widening - \$2,000,000 to Revenues & Expenditures,
\$1,592,596 to Expenditures
CAP2502 – New Fuel Farm - \$265,000 to Expenditures (Reallocation from CAP1201)
GMB2501 – Micro transit Pilot - \$5,082,528 to Revenues and Expenditures

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): N/A

Attachments

1. Ordinance No. 2386
2. Income Statements

ORDINANCE NO. 2386

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF SUGAR LAND, TEXAS TO PROVIDE THAT THE REVISED BUDGET ADDRESS FUNDS RELATING TO CERTAIN CAPITAL AND OPERATING BUDGET MATTERS AND THAT THIS AMENDMENT BE ADOPTED AS THE BUDGETED AMOUNT FOR THOSE FUNDS.

**BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:**

Section 1. That the budget of the City of Sugar Land, Texas for the fiscal year ending September 30, 2025, as adopted by Ordinance 2359, and amended by Ordinance No. 2367, and Ordinance No. 2370 is amended as shown in the attached Exhibit A.

Section 2. That this ordinance is adopted upon one reading in compliance with Section 6.03 of the City Charter.

APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Clerk

CITY OF SUGAR LAND
GENERAL FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Property Taxes	\$ 43,003,149	\$ (254,329)	\$ 42,748,820
Sales Tax	52,637,756	5,644,818	58,282,574
Other Taxes	6,422,000	(24,407)	6,397,593
Licenses & Permits	3,919,000	1,553,915	5,472,915
Charges for Services	5,619,000	695,400	6,314,400
Fines & Forfeitures	1,241,000	(150,500)	1,090,500
Other	967,000	1,709,240	2,676,240
Intergovernmental	1,158,066	(373,969)	784,097
Interest Income	2,740,000	(381,000)	2,359,000
Operating Revenues	117,706,972	8,419,168	126,126,139
Transfers In	8,865,016	-	8,865,016
Non-operating Revenues	8,865,016	-	8,865,016
Total Revenues	126,571,988	8,419,168	134,991,155
EXPENDITURES			
General Government	27,993,800	62,064	28,055,864
Finance	6,171,744	216,389	6,388,133
Public Works	12,008,446	303,637	12,312,084
Parks & Recreation	7,615,066	24,422	7,639,488
Community Development	8,198,178	30,215	8,228,393
Environmental & Neighborhood SVC	10,020,309	16,042	10,036,351
Police Department	31,698,575	(4,648)	31,693,927
Public Safety Dispatch	4,082,412	(1,428)	4,080,985
Fire Department	25,052,627	12,623	25,065,250
Departmental Expenditures	132,841,159	659,316	133,500,475
Transfers to other Funds	3,277,375	(4,999)	3,272,377
Miscellaneous	999,205	318,531	1,317,736
Rebates & Assignments	3,541,356	-	3,541,356
Non-departmental Expenditures	7,817,936	313,532	8,131,469
Total Expenditures	140,659,095	972,848	141,631,943
Fund Balance - Beginning	53,714,637	-	53,714,637
Revenues Over/(Under) Expenditures	(14,087,108)	7,446,320	(6,640,788)
Fund Balance - Ending	\$ 39,627,529	\$ 7,446,320	\$ 47,073,849
Accrued Sales/Franchise Taxes	(9,483,653)	-	(9,483,653)
Fund Balance - Available	30,143,877		37,590,196
Ending Fund Balance- % of Oper Exp	30%		35%
Fund Balance - Requirement	\$ 33,279,718		\$ 33,848,358
Over / (Under) Policy	6,347,812		13,225,491

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - SPECIAL EVENTS
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Rental Fees	\$ 150,000	\$ (90,000)	\$ 60,000
Interest Income	39,000	(5,000)	34,000
Miscellaneous	445,000	(17,373)	427,627
Total Revenues	634,000	(112,373)	521,627
EXPENDITURES			
Operations & Maintenance	400,000	-	400,000
Total Expenditures	400,000	-	400,000
Fund Balance - Beginning	952,732	-	952,732
Revenues Over/(Under) Expenditures	234,000	(112,373)	121,627
Fund Balance - Ending	\$ 1,186,732	\$ -	\$ 1,074,359

CITY OF SUGAR LAND
SUGAR LAND DEVELOPMENT CORPORATION
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Sales Tax	\$ 8,734,295	\$ 667,281	\$ 9,401,576
Interest Income	600,000	500,000	1,100,000
Miscellaneous	30,000	-	30,000
TIRZ#1	1,221,980	(150,000)	1,071,980
Total Revenues	10,586,275	1,017,281	11,603,556
EXPENDITURES			
Economic Development Program	635,047	-	635,047
Total Operating Expenditures	635,047	-	635,047
Debt Service	3,886,028	-	3,886,028
Reserve for Opportunities	2,500,000	-	2,500,000
Incentives	3,700,000	-	3,700,000
Transfers to Capital Projects	3,300,000	-	3,300,000
Transfer to General Fund	1,141,705	-	1,141,705
Transfer to Debt Service Fund	659,106	-	659,106
Transfer to Airport Fund	50,000	-	50,000
Total Non-Operating Expenditures	15,236,839	-	15,236,839
Total Expenditures	15,871,886	-	15,871,886
Fund Balance - Beginning	28,607,298	-	28,607,298
Revenues Over/(Under) Expenditures	(5,285,611)	1,017,281	(4,268,330)
Debt Service Reserve	(3,358,062)	-	(3,358,062)
Fund Balance - Ending	\$ 19,963,625	\$ 1,017,281	\$ 20,980,906
Accrued Sales Tax	(1,522,568)	-	(1,522,568)
Fund Balance - Available	\$ 18,441,057	\$ 1,017,281	\$ 19,458,338
Minimum Fund Balance (15%)	\$ 1,310,144		\$ 1,310,144
Over/Under Policy	18,653,480		19,670,761
Bond Coverage Ratio (>1.25x)	3.15		3.54

CITY OF SUGAR LAND
ANIMAL SHELTER DONATIONS
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Donations	\$ 20,000	\$ 3,687	\$ 23,687
Interest Income	9,000.00	(245)	8,755
Grants	-	-	-
Total Revenues	29,000	3,442	32,442
EXPENDITURES			
Maintenance and Operations	56,000	(37,850)	18,150
Total Expenditures	56,000	(37,850)	18,150
Fund Balance - Beginning	190,195	-	190,195
Revenues Over/(Under) Expenditures	(27,000)	41,292	14,292
Fund Balance - Ending	\$ 163,195	\$ -	\$ 204,487

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - COURT SECURITY FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Security Fees	\$ 35,500	\$ 1,000	\$ 36,500
Interest Income	3,500	400	3,900
Total Revenues	39,000	1,400	40,400
EXPENDITURES			
Operations & Maintenance	56,633	(19,133)	37,500
Total Expenditures	56,633	(19,133)	37,500
Fund Balance - Beginning	88,487	-	88,487
Revenues Over/(Under) Expenditures	(17,633)	20,533	2,900
Fund Balance - Ending	\$ 70,854	\$ -	\$ 91,387

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - COURT TECHNOLOGY FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Technology Fees	\$ 30,000	\$ -	\$ 30,000
Interest Income	2,400	100	2,500
Total Revenues	32,400	100	32,500
EXPENDITURES			
Operations & Maintenance	48,299	(31,049)	17,250
Total Expenditures	48,299	(62,097)	17,250
Fund Balance - Beginning	55,032	-	55,032
Revenues Over/(Under) Expenditures	(15,899)	31,149	15,250
Fund Balance - Ending	\$ 39,133	\$ -	\$ 70,282

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - TRUANCY PREVENTION
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Fines	\$ 38,000	\$ (2,000)	\$ 36,000
Interest Income	7,400	(900)	6,500
Total Revenues	45,400	(2,900)	42,500
EXPENDITURES			
Personnel Costs	48,452	(2,156)	46,296
Total Expenditures	48,452	(2,156)	46,296
Fund Balance - Beginning	157,795	-	157,795
Revenues Over/(Under) Expenditures	(3,052)	(744)	(3,796)
Fund Balance - Ending	\$ 154,743	\$ -	\$ 153,999

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - TOURISM
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Hotel/Motel Occupancy Tax	\$ 2,888,981	\$ 182,864	\$ 3,071,845
Interest Income	95,000	2,632	97,632
Miscellaneous	21,000	1,231	22,231
Total Revenues	3,004,981	186,727	3,191,708
EXPENDITURES			
Tourism Program	1,537,078	(56,704)	1,480,374
Visitor Center	357,114	-	357,114
Sponsorships	-	100,000	100,000
Total Operating Expenditures	1,894,192	43,296	1,937,488
Transfer Out - Debt Service Fund	685,175	-	685,175
Transfer Out - Others	550	-	550
Total Non-Operating Expenditures	685,725	-	685,725
Total Expenditures	2,579,917	43,296	2,623,213
Fund Balance - Beginning	3,255,299	-	3,255,299
Revenues Over/(Under) Expenditures	425,064	143,431	568,495
Fund Balance - Ending	\$ 3,680,363	\$ 143,431	\$ 3,823,794
GAAP Adjustments	(775,847)	-	(775,847)
Available Fund Balance	\$ 2,904,516		\$ 3,047,947
Fund Balance Policy (10% of Budgeted HOT)	288,898		288,898
Over/Under Policy	\$ 3,391,465		\$ 3,534,896

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - ENCLAVE AT RIVER PARK PID
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
PID Assessment Fees	\$ 33,549	\$ 3,760	\$ 37,309
Interest Income	2,000	1,163	3,163
Transfers In	95,330	-	95,330
Total Revenues	130,879	4,923	135,802
EXPENDITURES			
Miscellaneous	60	-	60
Transfers to Other Funds	133,319	-	133,319
Total Expenditures	133,379	-	133,379
Fund Balance - Beginning	60,600	-	60,600
Revenues Over/(Under) Expenditures	(2,500)	4,923	2,423
Fund Balance - Ending	\$ 58,100	\$ -	\$ 63,023

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - Park at Elridge PID
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
PID Assessment Fees	\$ 83,215	\$ 17	\$ 83,232
Interest Income	3,463	(1,036)	2,427
Total Revenues	86,678	(1,019)	85,659
EXPENDITURES			
Miscellaneous	100	-	100
Total Expenditures	100	-	100
Fund Balance - Beginning	-	-	-
Revenues Over/(Under) Expenditures	86,578	(1,019)	85,559
Fund Balance - Ending	\$ 86,578	\$ -	\$ 85,559

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - SPA DEBT REDUCTION FUND - RIVERSTONE
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Out of City Service Fees	\$ 650,000	\$ (82,189)	\$ 567,811
Interest Income	70,000	38,588	108,588
Total Revenues	720,000	(43,601)	676,399
EXPENDITURES			
Operations & Maintenance	-	-	-
Total Expenditures	-	-	-
Fund Balance - Beginning	2,877,447	-	2,877,447
Revenues Over/(Under) Expenditures	720,000	(43,601)	676,399
Fund Balance - Ending	\$ 3,597,447	\$ -	\$ 3,553,846

CITY OF SUGAR LAND**SPECIAL REVENUE FUND - SPA DEBT REDUCTION FUND - TARA PLANTATION****INCOME STATEMENT**

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Out of City Service Fees	\$ 80,000	\$ (11,200)	\$ 68,800
Interest Income	35,000	(4,705)	30,295
Total Revenues	115,000	(15,905)	99,095
EXPENDITURES			
Operations & Maintenance	-	-	-
Total Expenditures	-	-	-
Fund Balance - Beginning	754,929	-	754,929
Revenues Over/(Under) Expenditures	115,000	(15,905)	99,095
Fund Balance - Ending	\$ 869,929	\$ -	\$ 854,024

CITY OF SUGAR LAND
SPECIAL REVENUE FUNDS - FEDERAL SEIZURES
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Other Income	\$ -	\$ 4,964	\$ 4,964
Interest Income	2,000	7	2,007
Total Revenues	2,000	4,971	6,971
EXPENDITURES			
Maintenance and Operations	-	-	-
Transfers to other funds	-	-	-
Total Expenditures	-	-	-
Fund Balance - Beginning	42,370		42,370
Revenues Over/(Under) Expenditures	2,000		6,971
Fund Balance - Ending	\$ 44,370		\$ 49,341

CITY OF SUGAR LAND
SPECIAL REVENUE FUNDS - STATE SEIZURES
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Seized Funds	\$ -	\$ 300,489	\$ 300,489
Interest Income	39,000	5,630	44,630
Total Revenues	39,000	306,119	345,119
EXPENDITURES			
Maintenance and Operations	31,000	-	31,000
Total Expenditures	31,000	-	31,000
Fund Balance - Beginning	784,724	-	784,724
Revenues Over/(Under) Expenditures	8,000	306,119	314,119
Fund Balance - Ending	\$ 792,724	\$ -	\$ 1,098,843

CITY OF SUGAR LAND
SPECIAL REVENUE FUNDS - LAW ENFORCEMENT
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Other Income	\$ -	\$ 4,211	\$ 4,211
Interest Income	2,500	(1,619)	881
Total Revenues	2,500	2,592	5,092
EXPENDITURES			
Maintenance and Operations	-	-	-
Total Expenditures	-	-	-
Fund Balance - Beginning	19,454	-	19,454
Revenues Over/(Under) Expenditures	2,500	2,592	5,092
Fund Balance - Ending	\$ 21,954	\$ -	\$ 24,546

**CITY OF SUGAR LAND
PUBLIC EDUCATION GRANT
INCOME STATEMENT**

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
PEG Funds	\$ 140,000	\$ (2,000)	\$ 138,000
Interest Income	16,800	(13,300)	3,500
Total Revenues	156,800	(15,300)	141,500
EXPENDITURES			
Maintenance and Operations	229,868	3,492	233,360
Capital	128,492	(103,492)	25,000
Total Expenditures	358,360	(100,000)	258,360
Fund Balance - Beginning	134,306	-	134,306
Revenues Over/(Under) Expenditures	(201,560)	84,700	(116,860)
Fund Balance - Ending	\$ (67,254)	\$ -	\$ 17,446

CITY OF SUGAR LAND
SPECIAL REVENUE FUND- AMERICAN RESCUE PLAN ACT (ARPA) FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Federal Funds	\$ -	\$ -	\$ -
Interest Income	-	143,076	143,076
Insurance Income	415,183	(0)	415,183
Total Revenues	415,183	143,076	558,259
EXPENDITURES			
General Government	247,388	-	247,388
Public Works	434,050	-	434,050
Parks & Recreation	46,701	-	46,701
Environmental & Neighborhood SVC	1,623,548	-	1,623,548
Police Department	172,250	-	172,250
Fire Department	1,766,088	-	1,766,088
Total Expenditures	4,290,024	-	4,290,024
Fund Balance - Beginning	4,369,072	-	4,369,072
Revenues Over/(Under) Expenditures	(3,874,841)	143,076	(3,731,765)
Fund Balance - Ending	\$ 494,231	\$ -	\$ 637,307

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - CONTRACT POLICING FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Contracted Services	\$ 751,154	\$ -	\$ 751,154
Interest Income	-	10,489	10,489
Transfers In	39,534	-	39,534
Total Revenues	790,688	10,489	801,177
EXPENDITURES			
Personnel Costs	657,699	-	657,699
Operations & Maintenance	132,990	-	132,990
Total Expenditures	790,689	-	790,689
Fund Balance - Beginning	417,305	-	417,305
Revenues Over/(Under) Expenditures	(1)	10,489	10,488
Fund Balance - Ending	\$ 417,304	\$ -	\$ 427,793

CITY OF SUGAR LAND
SPECIAL REVENUE FUND - PUBLIC ARTS
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Trf in General Fund	\$ 35,000	\$ -	\$ 35,000
Trf in SL4B	250,000	-	250,000
Interest Income	19,000	-	19,000
Total Revenues	304,000	-	304,000
EXPENDITURES			
Operations & Maintenance	351,914	(51,664)	300,250
Capital Costs	966,665	(666,665)	300,000
Total Expenditures	1,318,579	(718,329)	600,250
Fund Balance - Beginning	1,099,932	-	1,099,932
Revenues Over/(Under) Expenditures	(1,014,579)	718,329	(296,250)
Fund Balance - Ending	\$ 85,353	\$ -	\$ 803,682

CITY OF SUGAR LAND
OPIOID LITIGATION SETTLEMENT FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Litigation Settlement Distributions	\$ 95,805	\$ 0	\$ 95,805
Interest Income	-	1,964	1,964
Total Revenues	95,805	1,964	97,769
EXPENDITURES			
Police Department	81,369	982	82,351
Fire Department	62,190	982	63,172
Total Expenditures	143,559	1,964	145,523
Fund Balance - Beginning	47,754	-	47,754
Revenues Over/(Under) Expenditures	(47,754)	0	(47,754)
Fund Balance - Ending	\$ (0)	\$ -	\$ -

CITY OF SUGAR LAND
INTERNAL SERVICE FUND - EMPLOYEE BENEFITS
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Contributions	\$ 14,061,053	\$ 749,560	\$ 14,810,613
Miscellaneous	1,632,467	269,629	1,902,096
Interest Income	137,822	6,069	143,891
Total Revenues	15,831,342	1,025,258	16,856,600
EXPENDITURES			
Premiums & Claims	15,158,835	192,690	15,351,525
Other	1,034,943	(6,615)	1,028,328
Total Expenditures	16,193,778	186,075	16,379,853
Fund Balance - Beginning	3,941,846	-	3,941,846
Revenues Over/(Under) Expenditures	(362,436)	839,183	476,747
Fund Balance - Ending	\$ 3,579,410	\$ -	\$ 4,418,593
Reserve for Self Insurance	(2,484,003)	-	(2,484,003)
Fund Balance - Available	\$ 1,095,407	\$ -	\$ 1,934,590

CITY OF SUGAR LAND
INTERNAL SERVICE FUND - FLEET REPLACEMENT FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Sale of Property	\$ 157,500	\$ 9,468	\$ 166,968
Interest Income	40,000	(4,000)	36,000
Transfers From Other Funds	2,093,068	-	2,093,068
Miscellaneous	50,000	11,000	61,000
Total Revenues	2,340,568	16,468	2,357,036
EXPENDITURES			
Vehicles & Contractual Service	2,997,100	-	2,997,100
Total Expenditures	2,997,100	-	2,997,100
Fund Balance - Beginning	732,813	-	732,813
Revenues Over/(Under) Expenditures	(656,532)	-	(640,064)
Fund Balance - Ending	\$ 76,281	\$ -	\$ 92,749

CITY OF SUGAR LAND
INTERNAL SERVICE FUND - HIGH-TECH REPLACEMENT FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Sale of Capital Property	\$ 500	\$ -	\$ 500
Interest Income	75,000	1,500	76,500
Transfers in	1,193,980	-	1,193,980
Total Revenues	1,269,480	1,500	1,270,980
EXPENDITURES			
Equipment & Contractual Services	1,342,226	-	1,342,226
Total Expenditures	1,342,226	-	1,342,226
Fund Balance - Beginning	2,095,306	-	2,095,306
Revenues Over/(Under) Expenditures	(72,746)	1,500	(71,246)
Fund Balance - Ending	\$ 2,022,560	\$ 1,500	\$ 2,024,060

CITY OF SUGAR LAND
DEBT SERVICE FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Current Property Tax	\$ 30,139,161	\$ (501,153)	\$ 29,638,008
Delinquent Property Taxes	60,300	(281,091)	(220,791)
Interest on Investments	477,600	202,400	680,000
Bond Proceeds	-	-	-
Miscellaneous	521,550	413	521,963
Operating Revenues	31,198,611	(579,431)	30,619,180
From Utility Fund	3,567,094	-	3,567,094
From Tourism Fund	685,175	-	685,175
From SLDC	659,106	-	659,106
From PID	98,788	-	98,788
Total Transfers In	5,010,163	-	5,010,163
Total Revenues	36,208,774	(579,431)	35,629,342
EXPENDITURES			
Current Outstanding & New Debt	33,208,249	(2,457,550)	30,750,699
Issuance Costs/Fiscal Fees/Other	72,650	(3,000)	69,650
Total Debt Service	33,280,899	(2,460,550)	30,820,349
Rebates & Assignments	2,375,578	-	2,375,578
Transfers to Other Funds	250,249	7,385	257,634
Total Other Expenditures	2,625,827	7,385	2,633,212
Total Expenditures	35,906,726	(2,453,165)	33,453,561
Fund Balance - Beginning	12,133,353	-	12,133,353
Revenues Over/(Under) Expenditures	302,048	1,873,734	2,175,781
Fund Balance - Ending	\$ 12,435,401	\$ -	\$ 14,309,134
Policy Requirement	\$ 3,320,825		\$ 3,075,070
Over/(Under) Policy	9,114,576		11,234,065
Policy Requirement	10%		10%

CITY OF SUGAR LAND
DEBT SERVICE FUND - TAXABLE CO'S
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Rent	\$ 2,000,332	\$ 334	\$ 2,000,666
Interest Income	90,000	5,400	95,400
Total Revenues	2,090,332	5,734	2,096,066
EXPENDITURES			
Current Outstanding & New Debt	1,587,899	-	1,587,899
Fiscal Fees/Other	825	-	825
Total Expenditures	1,588,724	-	1,588,724
Fund Balance - Beginning	2,297,277	-	2,297,277
Revenues Over/(Under) Expenditures	501,608	5,734	507,342
Fund Balance - Ending	\$ 2,798,885	\$ -	\$ 2,804,619

CITY OF SUGAR LAND
ENTERPRISE FUND - UTILITY SYSTEM
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Charges for Services	\$ 46,856,643	\$ (894,139)	\$ 45,962,504
Surface Water Fees	25,600,141	(574,399)	25,025,742
Tap Fees	337,984	(252,759)	85,225
Interest Income	1,019,387	1,069,454	2,088,841
Miscellaneous	1,726,350	891,921	2,618,271
Operating Revenues	75,540,505	240,078	75,780,583
Bond Proceeds	67,744,743	428,520	68,173,263
Transfers In - PID	34,531	-	34,531
Transfers In - Connection Fees	868,019	-	868,019
Transfers In - Solid Waste	319,230	23,588	342,818
Non-operating Revenues	68,647,293	428,520	69,418,631
Total Revenues	144,507,028	692,186	145,199,214
EXPENDITURES			
Utility Administration	1,662,318	(33,850)	1,628,468
Water Distribution	3,268,744	400	3,269,144
Water Production	5,758,653	(42,830)	5,715,823
Wastewater Collection	1,585,025	10,800	1,595,825
Wastewater Treatment	9,881,014	30,407	9,911,421
Customer Service	2,367,171	24,700	2,391,871
Water Quality	1,207,801	(2,440)	1,205,361
Water Conservation	526,839	(100,000)	426,839
Treasury	2,375,741	26,827	2,402,568
AMI Operations	861,415	(2,500)	858,915
Surface Water	12,868,754	19,750	12,888,504
Total Operating Expenditures	42,363,475	(68,736)	42,294,739
Debt Service	28,204,362	(75,878)	28,128,484
Issuance Costs	1,076,068	(647,547)	428,521
Transfers Out	8,928,685	-	8,928,685
Miscellaneous	(553,680)	632,813	79,133
Contingency	-	-	-
CIP Transfers	69,744,743	428,520	70,173,263
Total Non-Operating Expenditures	107,400,176	337,909	107,738,086
Total Expenditures	149,763,651	269,173	150,032,825
Fund Balance - Beginning	45,044,676	-	45,044,676
Revenues Over/(Under) Expenditures	(5,256,623)	423,013	(4,833,611)
Reserve - Debt Service	(9,110,646)	-	(9,110,646)
Fund Balance - Ending	\$ 30,677,407	\$ 423,013	\$ 31,100,419

Bond Coverage	1.18	1.20
Target	1.25	1.25
Operating Reserves	72%	74%
Target	25%	25%

CITY OF SUGAR LAND
ENTERPRISE FUND - AIRPORT
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Fuel Sales	\$ 23,905,351	\$ (2,898,712)	\$ 21,006,639
Hangar Leases	1,559,700	112,506	1,672,206
Charges for Services	1,069,600	110,335	1,179,935
Interest Income	250,000	242,683	492,683
Other Revenues	350,000	1,339	351,339
Miscellaneous	300,000	110,028	410,028
Operating Revenues	27,434,651	(2,321,821)	25,112,830
Bond Proceeds	-	-	-
Grant Proceeds	894,000	-	894,000
Transfer from Other Funds	563,056	2,386	565,443
Non-Operating Revenues	1,457,056	2,386	1,459,443
Total Revenues	28,891,707	(2,319,435)	26,572,273
EXPENDITURES			
Airport Administration	1,572,224	10,050	1,582,274
Airfield Operations	498,364	(11,175)	487,189
FBO Services	19,928,829	(4,964,892)	14,963,937
Café Select	374,787	(19,200)	355,587
Maintenance and Operations	1,482,514	45,990	1,528,505
U.S. Customs	713,699	1,499	715,198
Total Operating Expenditures	24,570,416	(4,937,728)	19,632,689
Operating Transfers Out	1,087,581	-	1,087,581
Transfers Out - Bond CIP	-	-	-
Transfers Out - Non-Bond CIP	1,050,000	-	1,050,000
Debt Service	1,939,508	950	1,940,458
Miscellaneous	70,940	-	70,940
Total Non-Operating Expenditures	4,148,029	950	4,148,979
Total Expenditures	28,718,445	(4,936,778)	23,781,667
Cash & Equivalents - Beginning	11,117,572	-	11,117,572
Revenues Over/(Under) Expenditures	173,262	2,617,343	2,790,605
Debt Service Reserve	(860,041)	-	(860,041)
Cash & Equivalents - Ending	\$ 10,430,793	\$ 2,617,343	\$ 13,048,136
CASH EQ. RESERVE RATIO (25% min)	83%		193%
BOND COVERAGE (1.25x min)	2.31		4.73
FUEL GALLONS SOLD	4,265,384		4,552,433

CITY OF SUGAR LAND
ENTERPRISE FUND - SOLID WASTE
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Solid Waste Collections	\$ 9,112,830	\$ 13,364	\$ 9,126,194
Franchise Fees	1,387,900	162,100	1,550,000
Commercial SW License	29,000	(4,000)	25,000
Miscellaneous	4,000	45,500	49,500
Federal Reimbursements	-	7,500	7,500
Interest Income	-	75,000	75,000
Total Revenues	10,533,730	299,464	10,833,194
EXPENDITURES			
Contractual Services	9,112,830	13,364	9,126,194
Salary & Benefits	359,834	-	359,834
Operations & Maintenance	73,737	-	73,737
Total Operating Expenditures	9,546,401	13,364	9,559,765
Miscellaneous	70,000	-	70,000
Transfers Out	840,637	23,588	864,225
Total Non-Operating Expenditures	910,637	23,588	934,225
Total Expenditures	10,457,038	36,952	10,493,990
Fund Balance - Beginning	2,077,000	-	2,077,000
Revenues Over/(Under) Expenditures	76,692	262,512	339,204
Fund Balance - Ending	\$ 2,153,692	\$ 262,512	\$ 2,416,204

CITY OF SUGAR LAND
ENTERPRISE FUND - STORM WATER COMPLIANCE FEE FUND
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Stormwater Fees	\$ 2,124,813	\$ (11,879)	\$ 2,112,934
Interest Income	35,000	2,000	37,000
Total Revenues	2,159,813	(9,879)	2,149,934
EXPENDITURES			
Stormwater Management	495,228	(39,582)	455,646
Drainage Maintenance	1,896,650	(149,526)	1,747,123
Total Expenditures	2,391,878	(189,108)	2,202,770
Fund Balance - Beginning	828,168	-	828,168
Revenues Over/(Under) Expenditures	(232,065)	179,229	(52,836)
Fund Balance - Ending	\$ 596,103	\$ -	\$ 775,332

CITY OF SUGAR LAND
SUGAR LAND 4B CORPORATION
INCOME STATEMENT

	FY25 Current Budget	Adjustment from Current Budget	FY25 Projections
REVENUES			
Sales Tax	\$ 8,734,295	\$ 667,281	\$ 9,401,576
Interest Income	500,000	300,000	800,000
TIRZ#1	146,678	-	146,678
Miscellaneous	80,000	-	80,000
Total Revenues	9,460,973	967,281	10,428,254
EXPENDITURES			
Economic Development Program	575,744	-	575,744
Total Operating Expenditures	575,744	-	575,744
Debt Service	2,015,925	-	2,015,925
Reserve for Opportunities	576,012	-	576,012
Bond Issuance & Disclosure	1,000	-	1,000
Incentives	9,037,500	-	9,037,500
Transfers to Capital Projects	1,423,988	-	1,423,988
Transfer to General Fund	1,194,526	-	1,194,526
Transfer to Public Art Fund	250,000	-	250,000
Total Non-Operating Expenditures	14,498,951	-	14,498,951
Total Expenditures	15,074,695	-	15,074,695
Fund Balance - Beginning	20,262,699	-	20,262,699
Revenues Over/(Under) Expenditures	(5,613,722)	967,281	(4,646,441)
Debt Service Reserve	(2,004,426)	-	(2,004,426)
Fund Balance - Ending	12,644,551	967,281	13,611,832
Accrued Sales Tax	(1,519,824)	-	(1,519,824)
Fund Balance - Available	\$ 11,124,726	\$ 967,281	\$ 12,092,007
Minimum Fund Balance (15%)	1,310,144		1,310,144
Over/Under Policy	9,814,582		10,781,863
Bond Coverage Ratio (>1.25x)	5.31		5.87

CITY OF SUGAR LAND
CAPITAL PROJECTS FUNDS
SUMMARY SCHEDULE OF REVENUES AND EXPENDITURES

	General CIP	Development Corporations	Utility CIP	Airport CIP	Total Capital Projects
Revenues					
Bond Proceeds	\$ 27,450,000	\$ -	\$ 67,744,743	\$ -	\$ 95,194,743
Transfers From Other Funds	4,063,600	3,300,000	13,825,257	1,050,000	22,238,857
Contributions	49,779,732	-	-	-	49,779,732
Interest Income	5,757,000	295,000	3,027,000	162,000	9,241,000
Total Revenues	87,050,332	3,595,000	84,597,000	1,212,000	176,454,332
Expenditures					
Airport	-	-	-	1,050,000	1,050,000
Drainage	34,913,600	-	-	-	34,913,600
Municipal	17,750,000	-	-	-	17,750,000
Mobility	5,082,528	-	-	-	5,082,528
Parks	11,467,204	1,000,000	-	-	12,467,204
Streets	8,117,597	2,000,000	-	-	10,117,597
Traffic	5,555,000	300,000	-	-	5,855,000
Surface Water	-	-	9,735,000	-	9,735,000
Water	-	-	24,850,000	-	24,850,000
Wastewater	-	-	46,985,000	-	46,985,000
Total CIP Expenditures	82,885,929	3,300,000	81,570,000	1,050,000	168,805,929
Issuance Costs	300,000	-	300,000	-	600,000
Non-operating Expenditures	300,000	-	300,000	-	600,000
Total Expenditures	83,185,929	3,300,000	81,870,000	1,050,000	169,405,929
Revenues Over/(Under) Expenditures	3,864,403	295,000	2,727,000	162,000	7,048,403
Fund Balance - Beginning	103,660,564	5,845,470	55,522,907	3,047,769	168,076,710
Reserved Funds	(3,170,894)				(3,170,894)
Fund Balance - Ending	\$ 104,354,074	\$ 6,140,470	\$ 58,249,907	\$ 3,209,769	\$ 171,954,219