



# City of Sugar Land

## Sugar Land 4B Corporation Agenda

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

Wednesday, September 17, 2025  
Sugar Land 4B Corporation Meeting  
Cane Room 161  
4:00 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://youtube.com/live/UnaRjBXoX8I?feature=share>

### II. Call to Order

### III. 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.

### IV. Minutes

#### A. MINUTES

Consideration of and action on the minutes of the August 20, 2025 meeting and the Joint Sugar Land Development Corporation and Sugar Land 4B Corporation September 2, 2025 meeting.

**Linda Mendenhall, City Clerk**

### V. Public Hearings

- A. **PUBLIC HEARING 4:00 P.M.**: Receive and hear all persons desiring to be heard on the Performance Agreement between Sugar Land 4B Corporation and Q's Deli LLC.

Consideration of and action on the Performance Agreement between Sugar Land 4B Corporation and Q's Deli LLC.

**Jonathan Soriano, Senior Community Development Coordinator**

### VI. Workshop

#### A. **REVIEW OF PROPOSED RETAIL REFRESH GRANT PROGRAM**

Review of and discussion on the proposed Retail Refresh Grant Program.

**Jonathan Soriano, Senior Community Development Coordinator**

**VII. Director's Report**

A.

- Marketing, Promotions, and Events
- Strategic and Capital Projects
- Business Recruitment and Retention Efforts

**Devon Rodriguez, Director of Redevelopment**

**VIII. Adjournment**

The Sugar Land 4B Corporation 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 11th day of September 2025 at 4:00p.m.



## **Sugar Land 4B Corporation Agenda Request** **September 17, 2025**

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**Agenda Request No:** IV.A.

**Agenda of:** Sugar Land 4B Corporation Meeting

**Initiated by:** Ashley Newsome, Deputy City Clerk

**Presented by:** Linda Mendenhall, City Clerk

**Responsible Department:** City Clerk's Office

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**Agenda Caption:**

**MINUTES**

Consideration of and action on the minutes of the August 20, 2025 meeting and the Joint Sugar Land Development Corporation and Sugar Land 4B Corporation September 2, 2025 meeting.

**Recommended Action:**

Consideration of and action on the minutes of the August 20, 2025 meeting and the Joint Sugar Land Development Corporation and Sugar Land 4B Corporation September 2, 2025 meeting.

**Executive Summary:**

Consider the minutes of the August 20, 2025 meeting and the Joint Sugar Land Development Corporation and Sugar Land 4B Corporation September 2, 2025 meeting.

### **Budget**

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**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. 08.20.25 SL4B Minutes
2. 09.02.25 Joint Meeting Minutes



## City of Sugar Land

### Sugar Land 4B Corporation Minutes

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

Wednesday, August 20, 2025

#### Sugar Land 4B Corporation Meeting Minutes City Council Chamber 4:00 PM

#### I. Attention

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The meeting will live stream at <https://youtube.com/live/9FWj67Q68GQ?feature=share>.

#### II. Call to Order

##### QUORUM PRESENT

Kurt Kirchof, Steve Bezechny, Stewart Jacobson, Alan Goodrich, and Robert Boettcher were present. Mary Ryder and Sanjay Singhal were absent.

#### III. 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.

No members of the public addressed the Board.

#### IV. Minutes

- A. Consideration of and action on the minutes of the July 16, 2025 Sugar Land 4B Corporation meeting, and the August 5, 2025 Sugar Land Development Corporation and Sugar Land 4B Corporation joint meeting.

**Linda Mendenhall, City Clerk**

A motion to **Approve the minutes of the July 16, 2025 Sugar Land 4B Corporation Meeting and the August 5, 2025 Joint Sugar Land Development Corporation and Sugar Land 4B Corporation Meeting**, was made by Alan Goodrich and seconded by Robert Boettcher; the motion **Passed**.

Ayes: Kurt Kirchof, Steve Bezecny, Stewart Jacobson, Alan Goodrich, and Robert Boettcher  
Absent: Mary Ryder and Sanjay Singhal

## V. Orientation

- A. Review of and discussion on the purpose, roles, responsibilities, and functions of the Sugar Land 4B Corporation.

**Jonathan Soriano, Senior Community Development Coordinator, Emily Pollard, Communications Manager**

Jonathan Soriano, Senior Community Development Coordinator, and Emily Pollard, Communications Manager, gave a presentation, made comments, and answered questions from the Board.

## VI. Budget

- A. Consideration of and action on amending the Fiscal Year 2025 Budget to Projections; adoption of the proposed Fiscal Year 2026 Budget; and a recommendation of the proposed Fiscal Year 2026 Budget to the Members of City Council.

**Justyn Mejorado, Assistant Director of Budget**

Justyn Mejorado, Assistant Director of Budget, gave a presentation, made comments, and answered questions from the Board.

A motion to **Approve the Fiscal Year 2025 budget to projections**, was made by Robert Boettcher and seconded by Steve Bezecny, the motion **Passed**.

Ayes: Kurt Kirchof, Steve Bezecny, Stewart Jacobson, Alan Goodrich, and Robert Boettcher  
Absent: Mary Ryder and Sanjay Singhal

A motion to **Approve the adoption of the proposed Fiscal Year 2026 budget to the members of City Council**, was made by Alan Goodrich and seconded by Steve Bezecny, the motion **Passed**.

Ayes: Kurt Kirchof, Steve Bezecny, Stewart Jacobson, Alan Goodrich, and Robert Boettcher  
Absent: Mary Ryder and Sanjay Singhal

## VII. Director's Report

- A.
- Marketing, Promotions, and Events
  - Strategic and Capital Projects
  - Business Recruitment and Retention Efforts

**Devon Rodriguez, Director of Redevelopment, Jessica Huble, Assistant Director of Redevelopment**

Jessica Huble, Assistant Director of Redevelopment, gave a presentation, made comments and answered questions from the Board.

### **VIII. Adjournment**

A motion to **Adjourn at 4:45 p.m.**, was made by Robert Boettcher and seconded by Steve Bezecny, the motion **Passed**.

Ayes: Kurt Kirchof, Steve Bezecny, Stewart Jacobson, Alan Goodrich, and Robert Boettcher  
Absent: Mary Ryder and Sanjay Singhal



# City of Sugar Land

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## Sugar Land Development Corporation Minutes

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

Tuesday, September 2, 2025  
Sugar Land Development Corporation Meeting  
Minutes  
City Council Chamber  
4:00 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://youtube.com/live/BWYivOAEe0?feature=share>.

### II. Call to Order

#### QUORUM PRESENT

President Stewart Jacobson called the Sugar Land Development Corporation meeting to order at 4:00 p.m. Carol McCutcheon, Stewart Jacobson, Jim Vonderhaar, Robert Boettcher, Sanjay Singhal, and Rick Miller were present. Suzanne Whatley was absent.

Vice President Steve Bezecny called the Sugar Land 4B Corporation meeting to order at 4:10 p.m. Steve Bezecny, Stewart Jacobson, Alan Goodrich, Mary Ryder, Sanjay Singhal, and Robert Boettcher were present.

Kurt Kirchof was absent.

### III. 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.

No members of the public addressed the Board.

### IV. Orientation - Sugar Land Development Corporation

A. Review of and discussion on purpose, roles, responsibilities, and functions of the Sugar Land Development Corporation.

**Jennifer Alexander, Business Development Manager, Colby Millenbruch,  
Business Recruitment Manager**

Jennifer Alexander, Business Development Manager, and Colby Millenbruch, Business Recruitment Manager, gave a presentation, made comments, and answered questions from the Board.

**V. Workshop - Joint**

- A. Review of and discussion on the FIFA World Cup 2026 Host City Supporter Agreement.

**Alison Brooks, Assistant Director of Tourism**

Alison Brooks, Assistant Director of Tourism, gave a presentation, made comments, and answered questions from the Board.

**VI. Resolutions - Sugar Land Development Corporation**

- A. Consideration of and action on **SUGAR LAND DEVELOPMENT CORPORATION RESOLUTION NO. SLDC-R-25-03**: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUGAR LAND DEVELOPMENT CORPORATION APPROVING A REQUEST BY THE CITY OF SUGAR LAND TO FUND A HOST CITY SUPPORTER AGREEMENT BETWEEN THE SPORTS AUTHORITY FOUNDATION AND THE CITY OF SUGAR LAND FOR FIFA WORLD CUP 2026.

**Alison Brooks, Assistant Director of Tourism**

Alison Brooks, Assistant Director of Tourism, gave a presentation, made comments, and answered questions from the Board.

A motion to **Approve Resolution No. SLDC-R-25-03**, was made by Stewart Jacobson, seconded by Rick Miller; the motion **Passed**.

Ayes: Carol McCutcheon, Stewart Jacobson, Jim Vonderhaar, Sanjay Singhal, and Rick Miller

Nays: Robert Boettcher

Absent: Suzanne Whatley

**VII. Resolutions - Sugar Land 4B Corporation**

- A. Consideration of and action on **SUGAR LAND 4B CORPORATION RESOLUTION NO. SL4B-R-25-08**: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUGAR LAND 4B CORPORATION APPROVING A REQUEST BY THE CITY OF SUGAR LAND TO FUND A HOST CITY SUPPORTER AGREEMENT BETWEEN THE SPORTS AUTHORITY FOUNDATION AND THE CITY OF SUGAR LAND FOR FIFA WORLD CUP 2026.

**Alison Brooks, Assistant Director of Tourism**

Allison Brooks, Assistant Director of Tourism, gave a presentation, made comments, and answered questions from the Board.

A motion to **Approve Resolution No. SL4B-R-25-08**, was made by Alan Goodrich and seconded by Mary Ryder; the motion **Passed**.

Ayes: Steve Bezecny, Stewart Jacobson, Alan Goodrich, Mary Ryder, Sanjay Singhal

Nays: Robert Boettcher

Absent: Kurt Kirchof

### **VIII. Adjournment**

A motion to Adjourn the Sugar Land Development Corporation at 4:56 p.m., was made by Sanjay Singhal and seconded by Stewart Jacobson; the motion **Passed**.

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

Absent: Suzanne Whatley

A motion to Adjourn the Sugar Land 4B Corporation meeting at 4:56 p.m., was made by Mary Ryder and seconded by Steve Bezecny; the motion **Passed**.

Ayes: Steve Bezecny, Stewart Jacobson, Alan Goodrich, Mary Ryder, Sanjay Singhal, Robert Boettcher

Absent: Kurt Kirchof

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**Linda Mendenhall, City Clerk**





## Sugar Land 4B Corporation Agenda Request September 17, 2025

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**Agenda Request No:** V.A.

**Agenda of:** Sugar Land 4B Corporation Meeting

**Initiated by:** Jonathan Soriano, Senior Community Development Coordinator

**Presented by:** Jonathan Soriano, Senior Community Development Coordinator

**Responsible Department:** Redevelopment

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**Agenda Caption:**

**PUBLIC HEARING 4:00 P.M.:** Receive and hear all persons desiring to be heard on the Performance Agreement between Sugar Land 4B Corporation and Q's Deli LLC.

Consideration of and action on the Performance Agreement between Sugar Land 4B Corporation and Q's Deli LLC.

**Recommended Action:**

Hold a Public Hearing and approve the Performance Agreement between Sugar Land 4B Corporation and Q's Deli LLC

**Executive Summary:**

The City of Sugar Land's Strategic Action Plan was approved in January 2025 and prioritizes actively fostering the redevelopment of key sites, so they enhance community amenities and provide forward-thinking housing options. Fostering a commercial and residential redevelopment environment using incentives will allow the City to further drive the types of development and change it wants to see.

In September 2024, the Sugar Land 4B Corporation Board of Directors approved Resolution No. SL4B-R-24-18, adopting a 4B Corporation policy for a Commercial Revitalization Grant Program. This program will promote new or expanded business enterprises by stimulating redevelopment, reinvestment, and aesthetic improvements of aging retail properties and commercial centers in Sugar Land. This pilot program will support the creation of distinct and vibrant activity centers by promoting attractive and welcoming public spaces, renovated storefronts and building facades, and pedestrian-friendly settings.

The program policy allows for commercial revitalization grants to be awarded by a performance agreement outlining a reimbursement of up to 20% for qualifying projects that consist of qualifying expenditures. Qualifying expenditures are defined as portions of the qualifying project that are eligible for reimbursement under Sections 501.103 and 505.152 of the Development

Corporation Act.

In August 2025, Q's Deli LLC applied for the Commercial Revitalization Grant. The proposed project includes the extension of the patio at the commercial center owned by Ashford Capital Ventures LLC. The project will include a new patio roofing, railing, lights, and fans which will enhance the pedestrian experience. According to the application, the project will bring clientele from the Sugar Land Business Park, support local business in the city, and pave the way for new art improvements to the property. The project is expected to begin in October 2025 and be completed shortly after.

The terms of the agreement include the following:

- One (1) year Performance Agreement between Sugar Land 4B Corporation and Q's Deli LLC
- Q's Deli LLC must complete construction of the project, including qualifying improvements, within one (1) year from the date the notice to proceed is issued to its general contractor for the project
- No later than 60 days following the completion date, Q's Deli must submit to the SL4B receipts and invoices showing that at least \$35,000.00 was spent on materials and services in the design and for the construction of the project, including at least \$7,000.00 on the qualifying improvements. Q's Deli LLC must submit a complete reimbursement package in order to be eligible for the reimbursement incentive of \$7,000.00
- Beginning on the completion date and continuing until at least one (1) year thereafter, Q's Deli LLC will create and maintain at least two (2) employees at the Project Site. No later than 60 days following Completion of Construction, the Company must submit to the SL4B documents showing that the Company has retained or created at least 2 Employees at the Project Site

Additionally, there are clawback provisions in place if the minimum number of employees is not created or maintained. The incentive payment of \$7,000.00 will be budgeted for in the FY26 budget.

The proposed project and performance agreement terms have been reviewed with the Economic Development Committee. By approving this proposed performance agreement, the SL4B Board of Directors finds portions of the qualifying project eligible for reimbursement under Sections 501.103 and 505.152 of the Development Corporation Act and comply with the Commercial Revitalization Grant program policy and criteria.

Staff recommends holding a public hearing and approving the Performance Agreement between the Sugar Land 4B Corporation and Q's Deli LLC.

## **Budget**

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**Expenditure Required:** \$7,000.00

**Current Budget:** N/A

**Additional Funding:** N/A

**Funding Source:** Sugar Land 4B Corporation

**Account Number (ORG-OBJ-Project):** 7041190-561010

**Attachments**

1. Agreement

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT  
AMONG THE SUGAR LAND 4B CORPORATION , Q'S DELI LLC, AND ASHFORD  
CAPITAL VENTURES, LLC**

**RECITALS:**

WHEREAS, the City of Sugar Land adopted an economic development sales tax and created the Sugar Land 4B Corporation (the "SL4B") to promote economic development activities as authorized by Chapters 501 through 505 of the Texas Local Government Code; and

WHEREAS, on or about September 18, 2024, the Board of Directors ("Board") of the SL4B approved Resolution No. SL4B-R-24-18, adopting a corporation policy for an SL4B commercial redevelopment and reinvestment grant program (the "Program"); and

WHEREAS, Q's Deli LLC ("Company") rents space from Ashford Capital Ventures, LLC ("Landlord") in the commercial shopping center located at 13134 Dairy Ashford Rd., Sugar Land, TX, 77478; and

WHEREAS, Company has applied for a Reimbursement Incentive under the Program; and

WHEREAS, the SL4B has determined that Company's Application is for a Qualifying Project that includes Qualifying Expenditures; and

WHEREAS, the SL4B, Company, and Landlord wish to enter into this Performance Agreement providing for the payment of a Reimbursement Incentive to Company in consideration of Company completing Qualifying Expenditures as part of the Qualifying Project; and

NOW THEREFORE, for and in consideration of the mutual premises and promises contained herein, and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the SL4B and Company do hereby agree, covenant, and contract as set forth below:

**AGREEMENT:**

The SL4B, Company, and Landlord agree as follows:

**1. Definitions.** Capitalized terms not otherwise defined herein have the meaning assigned them in the Program. In this Agreement:

*Act* means the Development Corporation Act, codified in Chapters 501 through 505 of the Texas Local Government Code.

*Agreement* means this Economic Development Performance Agreement.

*City* means the City of Sugar Land, Texas.

*Company* means Q’s Deli LLC, a Texas limited liability company.

*Completion of Construction* means the date on which both construction of the Project is complete.

*Employee* means a person who:

- (a) Is a direct employee of Company; and
- (b) Regularly works at least 35 hours a week for the Company at the Project Site, excluding time taken for holidays, vacations, sick leave, or other regular leave.

*Landlord* means Ashford Capital Ventures LLC, the owner of the Project Site, who Company has leased its space from.

*Program* means the SL4B Commercial Redevelopment and Reinvestment Grant Program, created by this Resolution No. SL4B-R-24-18

*Project* means a patio expansion, including new concrete, metal roofing, and new lighting, at the Project Site.

*Project Site* means 13134 Dairy Ashford Rd. #100, Sugar Land, Texas 77478, which is leased from the Landlord to Company.

*Qualifying Improvements* means those portions of the Project eligible for reimbursement under Sections 501.103 and 505.152 of the Act, as may be amended, consisting of the improvements specifically listed in the attached Exhibit A, which is incorporated into this Agreement.

*Reimbursement Incentive* means the funds the SL4B pays to the Company under this Agreement, towards those portions of the Project that consist of Qualifying Improvements, excluding permitting fees and sales tax.

*SL4B* means the Sugar Land 4B Corporation, a non-profit economic development corporation created by the City as authorized by then section 4B of the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Art. 5190.6, currently codified as Chapters 501 through 505, Tex. Local Gov’t Code, as amended.

*Year* means, unless the context clearly indicates otherwise, the twelve-month period extending from Completion of Construction to twelve months thereafter. For example, if Completion of Construction was to occur on February 1, 2026, “Year” would mean the twelve-month period from February 1 to January 31.

**2. SL4B Findings.** By approval of this Agreement, the board of directors of the SL4B finds:

(a) That the expenditures made by the SL4B are required or suitable for infrastructure necessary to promote or develop new or expanded enterprises, limited to streets and roads, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements, and telecommunications and Internet improvements (Sec. 501.103(1)-(2), Tex. Local Gov't Code); and

(b) That this Agreement complies with the requirements of Section 501.158, Tex. Local Gov't Code, that any direct incentives provided to a business enterprise requires a written performance agreement that includes:

- (1) A schedule of additional payroll or jobs to be created or retained;
- (2) The capital investment to be made; and
- (3) The terms of repayment upon default.

### **3. Company Obligations.**

(a) Construction Commencement. Company must: (1) begin construction within six (6) months of the Effective Date; and (2) complete construction within one (1) years from the date the notice to proceed is issued by Company to its general contractor for the Project. Failure to commence construction or complete construction on or before those dates may result in the termination of this Agreement, with neither party having any further obligations hereunder. If the SL4B elects to terminate this Agreement for Company's failure to commence or complete construction by the required dates, the SL4B will notify Company of the same in writing. Company agrees to provide the SL4B with a copy of the notice to proceed once it is issued, so that the SL4B can determine the compliance date for Completion of Construction.

(b) Completion of Project and Certificate of Occupancy.

- (1) Within one (1) years from the date the notice to proceed is issued by Company to its general contractor for the Project, the Company must complete construction of the Project, including the Qualifying Improvements, in compliance with this Agreement and the City's ordinances; and
- (2) No later than 60 days following Completion of Construction, the Company must submit to the SL4B a copy of the certificate of occupancy for the Project.

(c) Project.

- (1) By Completion of Construction, the Company will have spent at least \$35,000.00 on materials and services in the design and for the construction of the Project, including at least \$7,000.00 on the Qualifying Improvements.
- (2) No later than 60 days following Completion of Construction, the Company must submit to the SL4B receipts and invoices showing that the Company has spent at least \$35,000.00 on materials and services in the design and for the construction of the Project, including at least \$7,000.00 on the Qualifying Improvements.

(d) Jobs Creation and Retention; Annual Salary; Reimbursement.

- (1) Required Employees. Beginning on Completion of Construction, and continuing until at least one (1) years following Completion of Construction, the Company will have or create, and maintain, at least two (2) Employees at the Project Site. No later than 60 days following Completion of Construction, the Company must submit to the SL4B documents acceptable to the SL4B showing that the Company has retained or created at least 2 Employees at the Project Site.
- (2) Reimbursement for Failure to Maintain Required Employees. If the Company fails to maintain the minimum Employees at the Project Site for the one (2) year following Completion of Construction, as required by Section 3(d)(1) above, the SL4B may not declare an event of default if the Company, within 60 days of the end of that Year in which the Company failed to maintain the required number of Employees for that Year, makes a reimbursement payment to the SL4B in an amount determined as follows:
  - A. Using the actual number of Employees maintained compared to the number of Employees required in Section 3(d)(1), calculate the percentage decrease below the number of Employees required, using the average number of Employees maintained in the Year.
  - B. Multiply that percentage decrease by one-half (1/2) of the total incentive payment of \$7,000.00 paid to Company under this Agreement, i.e. \$3,500.00.
  - C. Multiply that amount by 2.5% to obtain the amount of the reimbursement payment; and
  - D. Add on interest at the City's weighted average yield of its investment portfolio from the date the SL4B made the payment to the Company to the date of the Company's repayment.
- (3) No Offset for Company Exceeding Required Employees. If, for a Year or partial Year, the actual number of Employees exceeds the number required by Section 3(d)(1), the number of Employees that exceed the number of required Employees may not be credited against or used to offset any prior or future reimbursement based on number of Employees for another Year or Partial Year.

(e) Initial Reports and Reimbursement Package. Within sixty (60) days of Completion of Construction, Company must submit the following to the SL4B in order to be eligible for the Reimbursement Incentive:

- (1) The information required under Sections 3(b)(2), 3(c)(2), and 3(d)(1) above;
- (2) A reimbursement package that includes:

- A. Copies of all permits required to be obtained for the construction or installation of the Project;
- B. Copies of receipts and sufficient supporting documentation showing that all contractors and/or materials have been paid in full for their work on the Project. Documentation may include receipts, invoices, cancelled checks and/or bank statements;
- C. Copies of receipts and sufficient supporting documentation showing the amount paid for Qualifying Improvements. Documentation may include receipts, invoices, cancelled checks and/or bank statements;
- D. A letter from the Company president or other chief executive warranting that the Project has been completed according to the requirements of this Agreement; and
- E. Detailed color photographs of all completed improvements.

(f) Ongoing Reports; Inspections.

- (1) Apart from the initial reporting requirements in Sections 3(b)(2), 3(c)(2), and 3(d)(1) above, the Years of this Agreement for reporting and inspection requirements are as follows:
  - A. Completion of Construction to twelve months thereafter (the “Additional Reporting Term”).
- (2) Within 60 days following each Year of this Agreement, the Company will certify to the SL4B that it has complied with the terms of this Agreement and provide sufficient written information, records, and documents, to support its certification of compliance.
- (3) Upon the SL4B’s written request, the Company will promptly provide to the SL4B any additional information reasonably necessary for the SL4B to determine if the Company has complied with this Agreement.
- (4) The Company will allow the City access to the Project Site during regular business hours to verify that the Company is complying with this Agreement. The City will be reasonable in exercising this access right.
- (5) Any documentation required to be submitted to the SL4B under this Agreement shall be submitted to the SL4B as part of one complete package and not on a piecemeal basis. The SL4B has no obligation to begin its review until and unless all documentation has been received.

(g) Taxable Purchased of Materials. The Company must use good faith efforts to encourage its contractor(s) to make the purchases of materials in the City so that the materials are subject to

the City's sales tax.

(h) Images. Company grant the SL4B and/or the City of Sugar Land an unrestricted right to use, for any lawful purpose, any photographs or video footage taken of the Project, owned by Company and to which Company has the authority to grant such permission, and to use the Company's name in connection therewith if the SL4B and/or City choose.

(i) Compliance with Laws. The Project must conform to all applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations.

(j) Insurance. Company will maintain insurance in amounts and types sufficient to cover the Project and to protect the SL4B from any potential liability related in any manner to their obligations under this Agreement.

#### **4. SL4B Economic Reimbursement Incentive Payment.**

(a) Reimbursement Incentive Payment. Subject to other provisions of this Agreement, the SL4B agrees to pay one Reimbursement Incentive payment of \$7,000.00 to the Company. Staff will review the information submitted by Company under Sections 3(e)(1)-(2) above for completeness within thirty (30) days of receipt. If any information is missing, the SL4B will notify Company in writing and provide them an additional thirty (30) days to provide any missing or incomplete information. If the required documentation is not complete at the end of that additional thirty (30) days, this Agreement will automatically terminate and the SL4B will have no obligation to pay the Reimbursement Incentive.

(b) If the final costs of the Qualifying Improvements are less than the original amount approved, the SL4B will have the right to reduce the Reimbursement Incentive accordingly.

(c) Survival. The repayment of all or a part of the Reimbursement Incentive provided for in this Agreement survives termination or expiration of this Agreement. The Company's obligations that must be performed after expiration of the Agreement survive expiration of this Agreement.

(d) The SL4B is funding this Agreement exclusively from economic development sales taxes it receives under the provisions of the Development Corporation Act of 1979, as amended (currently codified as Chapters 501 through 505, Tex. Local Gov't Code). Should any legal impediment arise during the term of this Agreement, including a change in law, that prevents or prohibits the SL4B from making future incentive payments under this Agreement, either party may terminate this Agreement without further liability to the other.

**5. Effective Date.** This Agreement is effective on the latest date of the two dates signed by the parties below.

#### **6. Term and Termination.**

(a) Unless terminated earlier as allowed in this Agreement, this Agreement begins on the Effective Date and terminates one (1) year from Completion of Construction. Obligations that will

run past the expiration date survive such expiration or termination.

(b) This paragraph is required by Chapter 2264, Tex. Gov. Code and governs over any conflicting provisions of this Agreement. The Company will not knowingly employ undocumented workers as that term is defined in Section 2264.001, Tex. Gov. Code. If the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), the conviction is a breach of this Agreement and the city manager will send the Company written notice that the Company has violated this paragraph and that the Agreement terminates 30 days from the date of the notice.

(c) Either party may terminate this Agreement during its term as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing. If the party in default fails to cure the default within 60 days of the date of the notice, the party giving the notice may terminate this Agreement by written notice to the other party, specifying the date of termination.

(d) No party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties during the time, but only for so long as the event of force majeure reasonable prevents performance.

(e) Company Reimbursement Payments for Breach of Agreement. If the SL4B terminates this Agreement because of the Company's breach of any provision as permitted by this Agreement, the Company must, within 60 days following termination, reimburse the SL4B for all payments the SL4B had made to the Company under this Agreement. The reimbursement payment includes interest on each SL4B payment at the City's weighted average yield of its investment portfolio from the date the SL4B made the payment to the Company to the date of the Company's repayment. The Company's obligation to reimburse the SL4B payments made to Company if the Company breaches this Agreement survives termination of this Agreement.

**7. Indemnification. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THE COMPANY, IN PERFORMING ITS OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY, AND THE SL4B AND LANDLORD ASSUME NO RESPONSIBILITY OR LIABILITY TO THIRD PARTIES IN CONNECTION THEREWITH, AND COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS THE SL4B AND LANDLORD FROM ANY SUCH RESPONSIBILITY OR LIABILITY. IT IS FURTHER UNDERSTOOD AND AGREED AMONG THE PARTIES THAT THE SL4B, IN PERFORMING ITS OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY, AND COMPANY AND LANDLORD ASSUME NO RESPONSIBILITY OR LIABILITY TO THIRD PARTIES IN CONNECTION WITH THEREWITH.**

**8. Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any



Email: [Ali.Qureshi@Qs-Deli.com](mailto:Ali.Qureshi@Qs-Deli.com)

Landlord: Ashford Capital Ventures LLC  
Attn: Sajjid Dawood  
26 Enclave Manor DR  
Sugar Land, TX 77479-1686  
Email: [sajjid@dml.capital](mailto:sajjid@dml.capital)

(a) Assignment. Except as provided herein, the Company may not assign this Agreement to any other person or entity unless the SL4B consents in writing to the assignment.

(b) City Authority. The City's city manager or any employee authorized by the city manager is authorized to act on behalf of the SL4B in the administration or enforcement of this Agreement.

(c) Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement shall not affect the validity of the remainder of this Agreement.

(d) Captions. The titles, captions and headings contained in this Agreement are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement.

(e) Retention of Records. For the term of this Agreement, the Company must retain all records, documents, and information made available to the SL4B for review under this Agreement for a period of seven years from the date of the creation of the record, document, or information.

(f) Landlord. The parties agree and acknowledge that Landlord is made a party to this Agreement solely for the purpose of evidencing that it has granted Company permission to complete the Project at the Project Site. Landlord has no obligations hereunder.

(g) Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A – List of Qualifying Improvements

[Signature page follows]

**SUGAR LAND 4B CORPORATION**

By: \_\_\_\_\_  
Name: Kurt Kirchof  
Its: President  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Linda Mendenhall, City Secretary

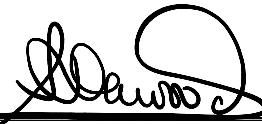
APPROVED AS TO FORM:

**Q'S DELI LLC**



By: \_\_\_\_\_  
Name: Ali Qureshi  
Its: Owner  
Date: 09/01/25

**ASHFORD CAPITAL VENTURES LLC**



By: \_\_\_\_\_  
Name: Sajjid Dawood  
Its: President  
Date: 8/28/2025

## EXHIBIT A

### Qualifying Improvements



## Mona Construction Tx LLC

---

08/03/2025

Q's Deli

13134 # 100 Dairy Ashford

Sugar Land Tx 77479

### Quotation

1. Add 12'x51' cement patio
2. Add Roof over existing patio 12'X 22'
3. Add Railing to new patio
4. Add lights under roof
5. Add Fans under roof

**Total coast for this job is \$ 35,000 including material and labor.**

Should you have any questions or need any additional information, please do not hesitate to

Contact me at (713) 376-4828.

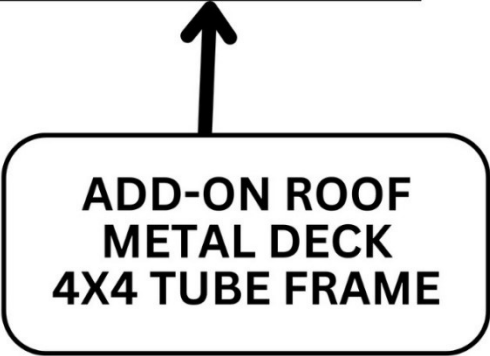
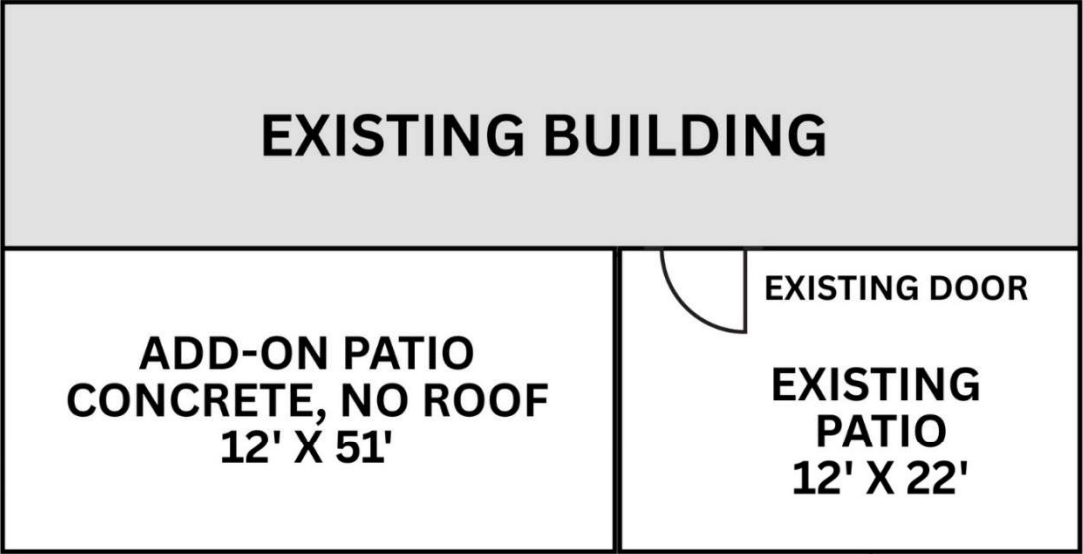
Sincerely,

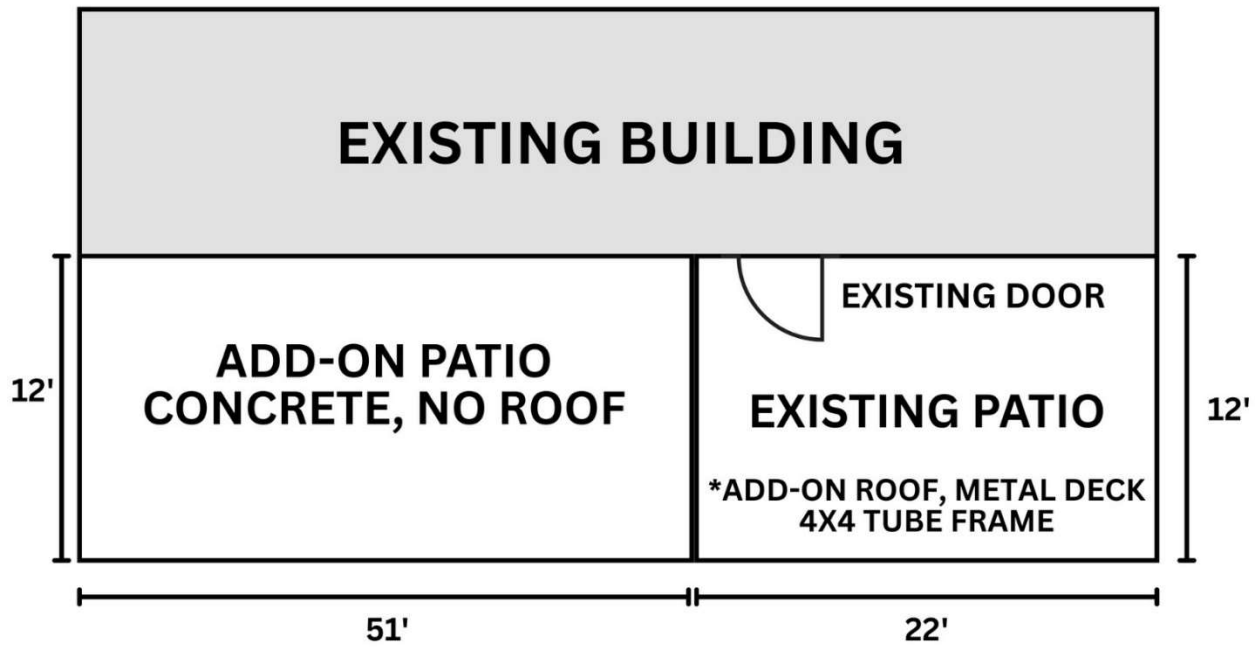
Mike Karmali

CEO

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Mona Construction Tx LLC • 3320 FM 359 RD • Richmond, TX 77406 • 713-376-4828







## **Sugar Land 4B Corporation Agenda Request** **September 17, 2025**

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**Agenda Request No:** VI.A.

**Agenda of:** Sugar Land 4B Corporation Meeting

**Initiated by:** Jonathan Soriano, Senior Community Development Coordinator

**Presented by:** Jonathan Soriano, Senior Community Development Coordinator

**Responsible Department:** Redevelopment

---

**Agenda Caption:**

**REVIEW OF PROPOSED RETAIL REFRESH GRANT PROGRAM**

Review of and discussion on the proposed Retail Refresh Grant Program.

**Recommended Action:**

Hold a workshop on the proposed Retail Refresh Grant Program

**Executive Summary:**

The purpose of this workshop is to review and discuss a proposed Retail Refresh Grant program to be offered by the Sugar Land 4B Corporation (SL4B).

**Background**

The City of Sugar Land's Strategic Action Plan was approved in January 2025 and prioritizes actively fostering the redevelopment of key sites, so they enhance community amenities and provide forward-thinking housing options. Fostering a commercial and residential redevelopment environment using incentives will allow the City to further drive the types of development and change it wants to see.

The City of Sugar Land is at a transitional moment in its history. Today, Sugar Land only has 4% of developable land remaining. Meanwhile, housing and commercial developments from the 1970s, 1980s, and 1990s are aging, and market preferences are shifting. Ultimately, Sugar Land is competing with other places around the Houston region and the United States for residents and businesses. Sugar Land should respond to market shifts and adapt in order to remain competitive and continue to be a prominent destination.

In response to the City's previous Two-Year Action Plan which identified redevelopment as the top priority, the Sugar Land 4B Corporation Board of Directors approved Resolution No. SL4B-R-24-18 in September 2024, adopting a 4B Corporation policy for a Commercial Revitalization Grant Program. This program promotes new or expanded business enterprises by stimulating redevelopment, reinvestment, and aesthetic improvements of aging retail properties and

commercial centers in Sugar Land. This pilot program supports the creation of distinct and vibrant activity centers by promoting attractive and welcoming public spaces, renovated storefronts and building facades, and pedestrian-friendly settings. The creation of this program was informed by data-driven research, stakeholder interviews, and a Commercial Standards Study that provided insight into Sugar Land's aging commercial centers and outdated aesthetic standards.

In Fiscal Year 2025, four applications were received for the Commercial Revitalization Grant, representing over \$2.7 million in proposed commercial improvements. Two projects did not move forward due to changing market conditions and City code restrictions. One project was approved for improvements to the Lifestyle Center at First Colony Mall. Finally, one project from Q's Deli LLC will be proposed at the September SL4B meeting.

Building on lessons learned from Fiscal Year 2025, staff is proposing a rebrand and policy updates to the Commercial Revitalization Grant to promote reinvestment and redevelopment across Sugar Land. The proposed **Retail Refresh Grant** would expand eligibility to include specific retail projects within redevelopment areas and activity centers identified in the City's Land Use Plan. The proposed policy improvements would create an incentive tool for targeted infrastructure specific to attracting experiential retail, innovative market-driven concepts, and infill development on underutilized sites. By broadening the applicant base to include these types of projects, this program will further position Sugar Land as a business-friendly environment for future retailers while also enhancing the mix of shopping, dining, and entertainment options available to residents and visitors. The incentive framework for commercial property owners will also remain, continuing to prioritize aesthetic improvements with a collective benefit to multiple businesses and public patrons.

During the workshop, staff will discuss the proposed program criteria.

**Budget**

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**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. RESOLUTION NO. SL4B-R-25-09 - RETAIL REFRESH GRANT

**RESOLUTION NO. SL4B-R-25-09**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUGAR LAND 4B CORPORATION, ADOPTING A CORPORATION POLICY FOR AN SL4B RETAIL REFRESH GRANT PROGRAM.**

WHEREAS, commercial redevelopment and reinvestment in the City of Sugar Land (“City”) is a means to preserve and enhance the value of existing areas of commerce; and

WHEREAS, commercial redevelopment and reinvestment supports the creation of distinct and vibrant activity centers by promoting attractive and welcoming public spaces, renovated storefronts and building facades, and pedestrian-friendly settings; and

WHEREAS, commercial redevelopment and reinvestment promotes new or expanded business enterprises in the City by stimulating redevelopment, reinvestment, and aesthetic improvements of aging retail properties and commercial centers; and

WHEREAS, portions of some commercial redevelopment and reinvestment projects may consist of infrastructure improvements that fall within Section 501.103 of the Development Corporation Act, codified in Chapters 501 through 505 of the Texas Local Government Code (the “Act”); and

WHEREAS, portions of some commercial redevelopment and reinvestment projects may consist of park space, parklets, and open space improvements that fall within Section 505.152 of the Act; and

WHEREAS, commercial redevelopment and reinvestment projects help create and retain jobs in the City; and

WHEREAS, by Resolution No. SL4B-R-24-18 the Board of Directors previously created and adopted an SL4B Commercial Redevelopment and Reinvestment Grant Program (the “Commercial Revitalization Program”), to incentivize commercial property owners in the City to engage in projects that rehabilitate and/or enhance their commercial properties, by providing some reimbursement for those portions of the projects that fall within the Act; and

WHEREAS, the Commercial Revitalization Program is currently limited to owners of multi-tenant retail centers; and

WHEREAS, the Board of Directors has determined that it would like to adopt a policy that expands on the Commercial Revitalization Program to include individual retail establishments and better target areas in the City identified for redevelopment; and

NOW THEREFORE, the Board of Directors wishes to adopt a policy establishing an economic development program to promote local economic development by reimbursing commercial property owners and individual retail establishments for portions of projects that

rehabilitate and/or enhance their commercial properties that fall within the Act; NOW, THEREFORE,

**BE IT RESOLVED BY THE BOARD OF DIRECTORS  
OF THE SUGAR LAND 4B CORPORATION:**

**Section 1.** That Resolution No. SL4B-R-24-18 is hereby repealed.

**Section 2.** That the Board of Directors adopts the following policy:

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**SUGAR LAND 4B CORPORATION POLICY  
FOR AN SL4B RETAIL REFRESH GRANT PROGRAM**

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**A. Purpose.** The purpose of this Policy is to provide for the SL4B’s reimbursement of funds to qualifying projects to promote local economic development.

**B. Policy and Program Goals.** The goals of this Policy and Program are to:

1. Promote economic growth;
2. Attract quality retail & community amenities;
3. Substantially enhance community aesthetics;
4. Create vibrant activity centers;
5. Support pedestrian-friendly environments;
6. Cultivate community identity;
7. Foster transformative reinvestment in commercial areas; and
8. Catalyze experiential retail, innovative market-driven concepts, and infill development on underutilized sites.

**C. Policy.** The SL4B may enter into Performance Agreements with Applicants for Reimbursement Incentive payments for portions of Qualifying Projects that consist of Qualifying Expenditures.

**D. Definitions.**

*Act* means the Development Corporation Act, codified in Chapters 501 through 505 of the Texas Local Government Code.

*Applicant* means a person who submits an Application to the SL4B.

*Application* means the form developed by the SL4B and submitted by an Applicant, whereby the Applicant is seeking a Reimbursement Incentive under the Program for a potential Qualifying Project that would include Qualifying Expenditures.

*Board* means the Board of Directors of the SL4B.

*Commercial Center Improvement Project* means a Qualifying Project submitted by an Applicant for a multi-tenant retail center.

*Individual Retail Improvement Project* means a Qualifying Project submitted by an Applicant for an individual retail establishment that is either:(i) a standalone business located on property that is either owned or leased by the Applicant; or (2) leasing space in a multi-tenant retail center.

*Land Use Plan* means the City’s high-level document that outlines policy direction and guidance for development, redevelopment and land use decisions. The Land Use Plan is published as Chapter 6 of the City’s Comprehensive Plan and furthers the Comprehensive Plan’s overall vision and sets out a specific land use vision and goals for the City and outlines actions that will achieve those goals to ensure Sugar Land continues to thrive.

*Performance Agreement* means the agreement between a successful Applicant and the SL4B (and/or the City, if applicable) that outlines the scope of the Qualifying Project and the terms for the Applicant to receive a Reimbursement Incentive, and that meets the requirements of Section 501.158 of the Act.

*Policy* means this Sugar Land 4B Corporation Policy for an SL4B Commercial Redevelopment and Reinvestment Grant Program.

*Program* means the SL4B Commercial Redevelopment and Reinvestment Grant Program, created by this Policy.

*Program Staff* means those employees in the City’s Department of Redevelopment or designated department charged with implementing and administering the Program.

*Property* means a commercial parcel of land, with a unique identifying address, owned or leased by an Applicant, located within City limits, and that is the subject of the proposed project.

*Qualifying Expenditures* means those portions of a Qualifying Project eligible for reimbursement under Sections 501.103 and/or 505.152 of the Act, as may be amended.

*Qualifying Project* means a project that meets the requirements of the Program and is found to be eligible for a Reimbursement Incentive and that promotes local economic development through projects that rehabilitate and/or enhance commercial properties.

*Reimbursement Incentive* means the funds the SL4B pays to an Applicant under the Program, towards those portions of a Qualifying Project that consist of Qualifying Expenditures excluding permitting fees and sales tax.

*SL4B* means the Sugar Land 4B Corporation.

**E. Reimbursement Incentive Overview.**

1. A Reimbursement Incentive for Commercial Center Improvement Projects is available for

up to 20% of the project's total cost. The percentage eligible for a Reimbursement Incentive will be determined on a case-by-case basis, but will in no event exceed the total amount paid by the Applicant for Qualifying Expenditures.

2. A Reimbursement Incentive for Individual Retail Improvement Projects is available for up to 30% of the project's total cost, up to a maximum of \$50,000.00. The percentage eligible for a Reimbursement Incentive will be determined on a case-by-case basis, but will in no event exceed the total amount paid by the Applicant for Qualifying Expenditures.
3. The minimum investment and grant funding amounts for Qualifying Projects will be determined by the Board on a project-by-project basis and will be negotiated with the Applicant as part of the Performance Agreement.
4. Applicants with approved Applications will be required to enter into a Performance Agreement that outlines the terms for receiving a Reimbursement Incentive. Additionally:
  - a. Work on a Qualifying Project must both start and be fully completed *after* the agreement is signed, or the project will be wholly disqualified;
  - b. Projects started prior to the agreement being signed will not be reimbursed; and
  - c. If the Applicant is not the sole owner of the Property (for Commercial Center Improvement Projects) or the sole authorized agent of the business (for Individual Retail Improvement Projects), any and all other owners and/or authorized persons will be required to also sign the agreement.
5. Reimbursement Incentives under the Program will be disbursed according to the terms of the Performance Agreement for the Qualifying Project.
6. Funding for the Program will be determined based on funding availability from the SL4B.
7. No Reimbursement Incentives will be given for partially completed projects. All improvements must be fully completed and all required paperwork must be submitted.
8. A portion of the project must be for improvements eligible for funding under the Act (i.e. Qualifying Expenditures). Only those portions of a Qualifying Project that consist of Qualifying Expenditures are eligible for a Reimbursement Incentive under the Program.

**F. Preferred Development Outcomes.** All Applications will be considered on a case-by-case basis. Although the SL4B will consider all Applications that meet the eligibility requirements outlined in this Policy, the SL4B is interested in supporting projects that are expected to produce a transformative impact to the City's areas of commerce. Applicants are encouraged to submit a project proposal that accomplishes two (2) or more of the following preferred development outcomes:

1. Modernization of building facades. Improvements should modernize building facades by

transforming existing urban landscapes into contemporary and visually appealing environments that are attractive to new commercial and retail tenants.

2. Creation of public spaces. Improvements should incorporate placemaking elements that contribute to a distinct visual identity, such as unique outdoor seating areas, plazas, pocket parks, parklets, and/or open communal spaces.
3. Promotion of walkability. Improvements should prioritize pedestrian-friendly design by promoting safer walkability of commercial areas. Implementation of new sidewalks, pedestrian paths, or plazas to link various commercial uses to parking zones and/or other surrounding uses is ideal (*see* example on Page 65 of the Land Use Plan).
4. Creation of vibrant activity centers. Improvements should encourage the development of distinct and vibrant activity centers within the City by facilitating the creation of welcoming and engaging public spaces that attract visitors and residents alike.
5. Enhancement of parking infrastructure. Improvements should revitalize parking lots across the City, transforming neglected spaces into well-maintained, safe, and functional assets for the community. Parking lot improvements should be transformative and create inviting environments through resurfacing, lighting improvements, landscaping enhancement, pedestrian walkways, and more.
6. Stimulation of a substantial economic impact. Project proposals should showcase a significant community transformation. Targeted investments in key areas should generate substantial and long-lasting economic benefits.
7. Supporting foundational retail infrastructure in key opportunity sites: Promote the development and redevelopment of commercial properties by supporting key infrastructure improvements that enable the launch of new retail businesses in areas identified for redevelopment—particularly experiential retail, new concepts that address identified retail market gaps, and infill development on underutilized sites.
8. Innovation through transformative public projects that the City has not seen before.

**G. Project Proposal Criteria for Commercial Center Improvement Projects.** Project proposals should include quotes/estimates for a variety of improvements to retail properties/commercial centers, including, but not limited to:

1. Façade improvements;
2. Exterior treatments, including painting and siding;
3. Construction of new site amenities and open space improvements;
4. Plazas;
5. Shade structures;
6. Outdoor seating & table areas;
7. Parklets;
8. Pedestrian improvements;

9. Pedestrian walkways through large surface lots;
10. Permanent outdoor seating & table areas;
11. Pedestrian-scale lighting;
12. Bicycle infrastructure & amenities;
13. Commercial awnings;
14. Signage improvements;
15. Wayfinding and branding signage;
16. Parking lot improvements;
17. Repaving or resurfacing;
18. Replacement of excess surface parking with open space amenities;
19. Public art improvements, such as murals;
20. Improvements to public right-of-way or infrastructure; and
21. Other building or site modernization improvements as determined by the SL4B Board of Directors.

Maintenance-related projects are strongly discouraged and may not be approved

Commercial Center Improvement Project proposals must be substantially transformative and rehabilitative as determined by Program Staff and the Board, in their sole discretion.

All proposed improvements must comply with any applicable property owners' association's rules and architectural guidelines and the City's Code of Ordinances, including but not limited to building and sign regulations.

**H. Project Proposal Criteria for Individual Retail Improvement Projects.** Project proposals should include quotes/estimates for a variety of improvements to retail properties/commercial centers, including, but not limited to:

1. Infrastructure necessary to promote or develop new or expanded business enterprises, including water and sewer utilities, electric utilities, gas utilities, drainage, site improvements, and related improvements; and
2. Improvements that enhance the visual appeal of Sugar Land's streets and roadways, including upgrades to public-facing signage.

Maintenance-related projects are strongly discouraged and may not be approved

Individual Retail Improvement Project proposals must be substantially transformative and rehabilitative as determined by Program Staff and the Board, in their sole discretion.

All proposed improvements must comply with any applicable property owners' association's rules and architectural guidelines and the City's Code of Ordinances, including but not limited to building and sign regulations.

**I. Property Eligibility.**

1. Commercial Center Improvement Projects should be located in multi-tenant retail centers within the City that are at least twenty (20) years old and have at least fifteen thousand (15,000) square feet of gross leasable space. An exception may be made for properties located in “Redevelopment Areas”, as defined and identified in the City’s Land Use Plan.
2. Individual Retail Improvement Projects may be located on either standalone properties or in multi-tenant retail centers.
3. Applicants must be: (i) the property owner(s) of the multi-tenant retail center(s); (ii) owner(s) of individual retail establishments located, and leasing space in, a multi-tenant retail center; or (iii) owner(s) of a standalone retail business located on property that they either own or lease.
4. Preference may be given to projects located in or around a designated “Redevelopment Area” as defined by the Land Use Plan. However, all eligible multi-tenant retail centers and individual retail establishments are strongly encouraged to apply. These target areas may shift or expand over time as the City refines its strategic priorities.
5. Property taxes must be current.
6. The Property must be covered by a valid and current commercial insurance policy.

**J. General Application Requirements and Procedures.**

1. Application Process.
  - a. Interested applicants are encouraged to contact Program Staff to discuss their project and their potential eligibility for the Program, as well as to ask any questions about the Program and how to complete the application process.
  - b. Applicants are accepted on a rolling basis and must follow the adopted application process to be considered for a Reimbursement Incentive. The full Application must be completed in its entirety and submitted to Program Staff.
  - c. Funding is limited and will be awarded on a first-come, first-served basis, subject to funding availability from the City.
2. Submission Process. Before submitting an Application, Applicants must first meet with Program Staff. After such meeting, the following items must be submitted, and subsequently determined to be sufficient by Program Staff, for an Application to be considered complete:
  - a. Completed Application;
  - b. Project proposal that includes:
    - (1) Concept for façade or other exterior or infrastructure improvements, showing the

design or aesthetic of the proposed project;

(2) Detailed scope of work and/or architectural drawings and/or conceptual renderings of the improvements, reflecting placement, materials, and colors; and

(3) Proposed project timeline;

- c. Photographs of the existing interior and/or exterior conditions of the building and/or project site, including photos of the specific items to be addressed within the scope of work;
- d. A copy of the Property deed to confirm ownership of the Property or written permission from the Property owner if the Applicant is not the Property owner;
- e. A copy of the Property tax bill to confirm that taxes are current;
- f. Proof that the Property is covered by a valid and commercial insurance policy; and
- g. Written confirmation from the relevant property owners' association, if one, that the project complies with the association's rules and architectural guidelines and is approved.

3. Review Process.

- a. If funding is available, Program Staff will conduct an initial completeness and eligibility review on all received Applications to determine if an Application is complete. Applications will be reviewed for eligibility when they are determined to be complete by Program Staff.
- b. Applications will then be reviewed by a staff committee composed of multiple City departments to determine eligibility based on Program requirements as well as alignment with Program goals and preferred development outcomes, compliance with City ordinances, and eligibility under the Act.
- c. Once review of an Application is complete, the Applicant will be notified whether or not the project has been determined to be a Qualifying Project.
- d. All eligible, completed Applications will be evaluated and submitted for approval on a case-by-case basis to the Board (and/or City Council, if applicable).

4. Post-Award Process.

- a. If an Application is approved by Program Staff, Program Staff will provide the Applicant with a Performance Agreement with the SL4B that outlines the terms and conditions that must be met in order to receive a Reimbursement Incentive for the project.

- b. If the Reimbursement Incentive will exceed the amount that the City's City Manager would be authorized to approve for the City without City Council approval, then the Performance Agreement must be approved by the Board.
- c. The Applicant may begin work on the Qualifying Project once the Performance Agreement has been executed by both the Applicant and the SL4B (and/or the City, if applicable). If the Applicant is not the sole owner of the Property (for Commercial Center Improvement Projects) or the sole authorized agent of the business (for Individual Retail Improvement Projects), all other owners and/or authorized agents will be required to also sign the Performance Agreement.

**K. Performance Agreement.**

1. Once a Performance Agreement is approved, generally the successful Applicant will have six (6) months to begin construction. The Performance Agreement may provide that if the work does not begin within that six (6) month period, the Applicant will be notified in writing that the Performance Agreement may be terminated with no Reimbursement Incentive awarded or available to the Applicant. Generally, the Performance Agreement will provide that the Applicant will have one (1) to two (2) years from the date of the executed agreement to complete the project, which will be determined based on the scope of work. Depending on the scope of the project and/or project timeline, extensions may be granted on a case-by-case basis at the SL4B general manager's sole discretion.
2. Successful Applicants that enter into a Performance Agreement with the SL4B (and/or the City, if applicable) for a Reimbursement Incentive will be required to indemnify, defend, and hold the SL4B, City, as well as any of its officers, directors, employees, harmless from any claims, damages, losses and expenses, including but not limited to attorneys' fees, arising from the agreement.
3. Successful Applicants that enter into a Performance Agreement with the SL4B (and/or the City, if applicable) for a Reimbursement Incentive will be required to maintain insurance in amounts and types sufficient to cover the Qualifying Project and to protect the SL4B and/or the City from any potential liability related in any manner to their obligations under the agreement.
4. Successful Applicants that enter into a Performance Agreement with the SL4B (and/or the City, if applicable) for a Reimbursement Incentive will be required to grant the SL4B and/or City an unrestricted right to use, for any lawful purpose, any photographs or video footage taken of the Qualifying Project, owned by the Applicant and to which Applicant has the authority to grant such permission, and to use the Applicant's name in connection therewith if the SL4B and/or City choose.
5. In accordance with Section 501.158 of the Act, a Performance Agreement will include:
  - a. A schedule of additional payroll or jobs to be created or retained at the Property as a

- result of the Qualifying Project;
- b. The capital investment that the Applicant will be making in the Qualifying Project; and
  - c. Terms under which repayment of the Reimbursement Incentive will be made if the Applicant breaches any obligations of the Performance Agreement that survive the expiration or termination of the agreement.
6. The SL4B (and/or the City, if applicable) may impose any other conditions in a Performance Agreement with an Applicant that the SL4B and/or City deem necessary to promote the purposes of this Policy and the Program.

**L. Payment of Reimbursement Incentives.**

1. The Program will offer Reimbursement Incentives on a reimbursement basis only, per each Performance Agreement. Under no circumstances will Reimbursement Incentives be disbursed as a cash advance prior to project costs being incurred and the scope of the project being fully completed.
2. Reimbursement Incentives are disbursed only after a reimbursement request is submitted per the requirements of the Performance Agreement. After work has been completed on a Qualifying Project, the Applicant must submit a complete reimbursement package to the party designated in the Performance Agreement. The reimbursement package must include:
  - a. Copies of all permits required to be obtained for the construction or installation of the Qualifying Project;
  - b. Copies of receipts and sufficient supporting documentation showing that all contractors and/or materials have been paid in full for their work on the Qualifying Project. Documentation may include receipts, invoices, cancelled checks and/or bank statements;
  - c. Copies of receipts and sufficient supporting documentation showing the amount paid for Qualifying Expenditures. Documentation may include receipts, invoices, cancelled checks and/or bank statements;
  - d. A letter from the Property owner(s) (for Commercial Center Improvement Projects) or the authorized agent(s) of the business (for Individual Retail Improvement Projects), warranting that the Qualifying Project has been completed according to the requirements of the Performance Agreement; and
  - e. Detailed color photographs of all completed improvements.
3. Receipts and invoices required to be submitted hereunder must, at a minimum, include the invoice date, scope of work, contractor name and contact information (if applicable), cost,

and copies of cancelled checks or bank statements. The invoices must clearly indicate the nature of the expense and that such expense is related to the Qualifying Project.

4. Applicants must submit a complete reimbursement package within three (3) months from the date the Qualifying Project is completed.
5. Program Staff will review reimbursement packages for completeness within thirty (30) days from receipt. If an Applicant is missing information, Program Staff will notify the Applicant in writing and provide them an additional thirty (30) days to provide any missing or incomplete information. If the reimbursement package is not complete at the end of that additional thirty (30) days, the SL4B will have no obligation to pay the Reimbursement Incentive.
6. The SL4B will pay the Reimbursement Incentive no later than three (3) months after a reimbursement package for a Qualifying Project has been determined to be complete by Program Staff.
7. If the final costs of the Qualifying Expenditures are less than the original amount approved, the SL4B will have the right to reduce the Reimbursement Incentive accordingly.

**M. Additional Program Requirements.**

1. Projects that begin or incur construction costs before receiving a formal notice to proceed will not be eligible for reimbursement under this Program.
2. All rehabilitation work and design features must comply with all applicable City codes and ordinances, as well as state and federal law.
3. All applicable permits must be obtained.
4. Not all properties and/or projects meeting this Program’s eligibility requirements will be able to receive a Reimbursement Incentive. Eligibility and awards under this program will be determined by the SL4B and Program Staff in their sole discretion.
5. Eligibility for a Reimbursement Incentive is based on current funding available for the Program. Lack of funding may result in the rejection of otherwise eligible Applications.

PASSED AND APPROVED on \_\_\_\_\_, 2025.

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Kurt Kirchof, President

ATTEST:

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Linda Mendenhall City Secretary

APPROVED AS TO FORM:

*DAnn Shea Smith*