



City of Sugar Land

City Council Agenda

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

Tuesday, November 4, 2025
City Council Meeting
City Council Chamber
5:00 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://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. Closed Executive Session

- A. Closed Executive Session as authorized by Chapter 551, Texas Government Code in accordance with:

Section 551.072 Deliberation Regarding Real Property:

For the purpose of deliberation regarding the purchase, exchange, lease or value of real property.

Bryan Norton, Real Property Manager

- B. Closed Executive Session as authorized by Chapter 551, Texas Government Code, in accordance with:

Section 551.074 - Public Officers:

For the purpose of deliberations regarding appointments to, and duties of, the Planning and Zoning Commission.

Stewart Jacobson, District 3, Suzanne Whatley, District 1

IV. Invocation

Carol McCutcheon, Mayor

V. Pledges of Allegiance

Carol McCutcheon, Mayor

VI. Recognition

- A. MAYOR'S MONARCH PLEDGE DAY

William Hajdik, Interim Director of Parks and Recreation

- B. MUNICIPAL COURT WEEK

NOVEMBER 3-7, 2025

Kendra Beverly, Municipal Court Administrator

VII. 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.

VIII. 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. MINUTES

Consideration of and action on approval of the minutes of the October 21, 2025, meeting.

Linda Mendenhall, City Clerk

- B. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-48: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE FISCAL YEAR (FY) 2026 RIFLE-RESISTANT BODY ARMOR GRANT FUNDED THROUGH BG-RIFLE RESISTANT BODY-ARMOR GRANT PROGRAM ("GRANT") FROM THE TEXAS OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION (CJD); DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED OFFICIAL TO SIGN DOCUMENTS TO ACCEPT, RECEIPT, AND PROCESS GRANT FUNDS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM THE GRANT.**

Gregory Suter, Police Captain - Staff Services Bureau

- C. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION 25-47: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE FIRST RESPONDER MENTAL HEALTH – CISM PROGRAM GRANT FROM THE TEXAS OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION (CJD); DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED OFFICIAL TO SIGN DOCUMENTS TO ACCEPT, RECEIPT, AND PROCESS GRANT FUNDS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM THE GRANT.**

Caroline Egan, Emergency Management Coordinator

D. AGREEMENT WITH ESRI INC.

Consideration of and action on the authorization of the Esri Small Municipal and County Government Enterprise Agreement (EA) in the amount of \$90,300.00 for year one of a three-year agreement, for a total of \$270,900.00.

Erik Schenck, IT Manager

- E. **SECOND CONSIDERATION: Consideration of and action on CITY OF SUGAR LAND ORDINANCE NO. 2381: AN ORDINANCE OF THE CITY OF SUGAR**

LAND, TEXAS, AMENDING SECTIONS 5-351 AND 5-376 OF CHAPTER 5, ARTICLE VIII, DIVISION 11 OF THE SUGAR LAND CODE OF ORDINANCES REGARDING PRETREATMENT STANDARDS FOR USERS OF THE CITY'S WASTEWATER TREATMENT PLANTS.

David Whittemore, Assistant Director of Utilities

F. **CONTRACT WITH HAHN EQUIPMENT COMPANY INC.**

Consideration of and action on the authorization of a contract between the City of Sugar Land and Hahn Equipment Company Inc. for On-Call Pump and Motor Repairs and Replacement in the amount of \$200,000.00 per year, with the option to renew for four additional years, with an overall total of \$1,000,000.00.

David Whittemore, Assistant Director of Utilities

G. **CONTRACT WITH SHI GOVERNMENT SOLUTIONS, INC.**

Consideration of and action on the authorization of a contract with SHI Government Solutions, Inc. in the amount of \$202,971.97, for the purchase of the hardware and professional services.

Steve Budny, Director of IT, Data, and Security

H. **CONTRACT WITH SWEEPING CORPORATION OF AMERICA**

Consideration of and action on authorization of a contract with Sweeping Corporation of America, in the amount of \$162,120.00 for street sweeping services, with a renewal for four additional one-year terms for a total contract amount of \$810,600.00.

Ryon Bell, Streets and Drainage Manager

I. **SUGAR LAND 4B CORPORATION APPOINTMENTS**

Consideration of and action on the appointment of Alan Goodrich, Sanjay Singhal, and Robert Boettcher as directors for terms expiring September 30, 2027, to the Sugar Land 4B Corporation.

Carol McCutcheon, Mayor

J. Consideration of and action on **CITY OF SUGARLAND RESOLUTION NO. 25-49: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING RESPONSIBILITIES, GUIDELINES, CODE OF CONDUCT, AND PROTOCOLS FOR THE MAYOR, CITY COUNCIL, AND CITY MANAGER; ADOPTING RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS, AND REPEALING RESOLUTION 24-66.**

Shayla Lee, Director of Strategic & Government Affairs

K. **SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2390:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING A RECOMMENDATION ON THE PROPOSED CHANGES TO THE LAKE POINTE REDEVELOPMENT DISTRICT, CHAPTER 2, PART 5 OF THE DEVELOPMENT CODE.

Ruth M. Lohmer, Redevelopment Planning Manager

L. **APPOINTMENT TO THE HOUSTON-GALVESTON AREA COUNCIL**

Consideration of and action on the appointment of Stewart Jacobson as member and Rick Miller as alternate to the Houston-Galveston Area Council (H-GAC) General Assembly and Board of Directors for a one-year term for calendar year 2026.

Carol McCutcheon, Mayor

IX. Annual Ethics Training

A. **ANNUAL ETHICS TRAINING**

Receive annual training related to the Sugar Land Code of Ethical Conduct and state laws regulating ethics and reporting responsibilities of City Officials.

Meredith Riede, City Attorney

X. **Oath of Office**

A. **BOARDS AND COMMISSIONS OATH OF OFFICE**

Administer the Oath of Office to members appointed to the City of Sugar Land's Boards and Commissions.

Carol McCutcheon, Mayor

XI. **Appointments**

A. **PLANNING AND ZONING APPOINTMENTS**

Clarification of and action on appointment of commissioners to the Planning and Zoning Commission.

Stewart Jacobson, District 3, Suzanne Whatley, District 1

XII. **Public Hearings**

- A. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on the proposed amendment to Section 2-92, Zoning Regulations of Chapter 2 of the Sugar Land Development Code.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2392:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2 OF THE LAND DEVELOPMENT CODE BY AMENDING SECTION 2-92 TO SIMPLIFY THE MAXIMUM HEIGHT REQUIREMENT FOR THE NEIGHBORHOOD BUSINESS (B-1) ZONING DISTRICT.

Emily Ercius, Planner I

XIII. **Contracts and Agreements**

A. **PUBLIC ART CONTRACT - MIG, INC.**

Consideration of and action on authorization of a consultant services contract with Moore Iacofano Goltsman, Inc. (MIG) to develop a new Public Art Plan to guide the selection, placement, and management of public art in the City of Sugar Land.

Sharee Davis, Civic Arts Manager

B. **CONTRACT WITH QUIDDITY ENGINEERING, LLC.**

Consideration of and action on the authorization of a professional services contract with Quiddity Engineering, LLC to complete design improvements of the existing West Wastewater Treatment Plant (WWTP) in the amount of \$2,960,000 for CIP CWW2309 – Tract 2 Wastewater Improvements.

Timothy Jahn, Senior Engineering Manager

XIV. **Ordinances and Resolutions**

- A. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2389:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS ADOPTING REVISED FOOD ESTABLISHMENT AND INSPECTIONS FEES BY AMENDING CHAPTER 2,

ARTICLE V, DIVISION 4, SECTION 2-136(B) (FOOD ESTABLISHMENTS AND INSPECTIONS) OF THE CODE OF ORDINANCES, AND OTHER MATTERS RELATED THERETO.

Nicole Guevara, Assistant Director of Neighborhood Services

- B. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2393:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING PROVISIONS OF CHAPTER 3, ARTICLE IV (FOOD AND FOOD SERVICES) OF THE CODE OF ORDINANCES BY ADOPTING THE UPDATED FDA FOOD CODE, MAKING RELATED AMENDMENTS THERETO, AND REVISING REGULATIONS RELATING TO FOOD ESTABLISHMENTS.

Nicole Guevara, Assistant Director of Neighborhood Services

XV. Workshop

- A. **CODE ENFORCEMENT ORDINANCE AMENDMENTS**

Review of and discussion on modifications to regulations pertaining to political signs, tree trimming and overnight commercial parking.

Nicole Guevara, Assistant Director of Neighborhood Services

- B. **DUHACSEK PARK INTERLOCAL AGREEMENT**

Review of and discussion on the Interlocal Agreement between the City of Sugar Land and Fort Bend County for the operation and improvement of Duhacsek Park.

Kimberly Terrell, Interim Director of Communications

XVI. 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.

XVII. 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 October, 2025 at 4:30 P.M.



City Council Agenda Request November 4, 2025

Agenda Request No: VI.A.

Agenda of: City Council Meeting

Initiated by: Fenglin du, Parks Development Manager

Presented by: William Hajdik, Interim Director of Parks and Recreation

Responsible Department: Parks

Agenda Caption:

MAYOR'S MONARCH PLEDGE DAY

Recommended Action:

For the Mayor and City Council to proclaim, Saturday, November 8, 2025 as “Mayor’s Monarch Pledge Day” in the City of Sugar Land and encourage the protection and restoration of habitat for the monarch butterfly.

Executive Summary:

Since 2021, the City of Sugar Land has participated in the National Wildlife Federation’s Mayors’ Monarch Pledge. This annual commitment empowers communities to create sustainable habitats for pollinators, especially the monarch butterfly.

Both the western and eastern monarch populations have experienced significant decline since concerns first became evident in the 1980s. Today, the monarch butterfly is considered a threatened species under the Endangered Species Act. South Texas serves as an essential migration corridor during both the spring and fall seasons. Monarchs are most visible in Fort Bend County from October through mid-November.

To support their migration, the City of Sugar Land Parks and Recreation Department established the Butterfly Garden nine years ago with ongoing improvements made possible through volunteer support. The City has also developed and expanded pollinator meadows in Brazos River Park and Cullinan Park. Earlier this year, a pavilion featuring a rainwater harvesting system and pollinator-themed art wrap was installed at the Butterfly Garden. This November, the City and Keep Sugar Land Beautiful will host a series of volunteer planting events, including the installation of approximately 100 pounds of wildflower seeds in Brazos River Park and 40 pollinator-friendly plants in the Sugar Land Memorial Park Butterfly Garden.

The Mayors’ Monarch Pledge requires participating cities to commit to action items that enhance the creation, management, and public understanding of pollinator habitats. Each year, the Parks

and Recreation Department continues to expand these efforts by incorporating new habitat management strategies and increasing volunteer engagement to support pollinator meadows. These initiatives also help educate the community about the importance of monarchs and other native pollinators to our regional ecosystem.

The Parks and Recreation Department requests that the City Council proclaim November 8, 2025, as Mayors' Monarch Pledge Day in the City of Sugar Land.

Budget

Expenditure Required: NA

Current Budget: NA

Additional Funding: NA

Funding Source: NA

Account Number (ORG-OBJ-Project): NA

Attachments

None



City Council Agenda Request

November 4, 2025

Agenda Request No: VI.B.

Agenda of: City Council Meeting

Initiated by: Samantha Rodriguez, Administrative Assistant

Presented by: Kendra Beverly, Municipal Court Administrator

Responsible Department: Municipal Court

Agenda Caption:

MUNICIPAL COURT WEEK

NOVEMBER 3-7, 2025

Recommended Action:

Recognize Municipal Court Week from November 3–7, 2025, in honor of the judges, clerks, and staff of the Sugar Land Municipal Court for their dedication to providing fair, efficient, and impartial justice to the community.

Executive Summary:

Municipal Court Week is recognized annually across Texas to honor the contributions of municipal judges, court clerks, prosecutors, and other court personnel who ensure the fair administration of justice at the local level. The week highlights the vital role Municipal Courts play in preserving public safety and promoting quality of life by adjudicating violations of city ordinances and state laws. The public's impression of the Texas Judicial System is largely shaped by their experiences in Municipal Court, which often serves as the first and only point of contact with the justice system.

Since its establishment in 1959, the City of Sugar Land Municipal Court has been committed to excellence in service, education, and community engagement. Court staff continue to enhance public trust through professionalism, integrity, and participation in judicial education and outreach programs.

This proclamation recognizes the Municipal Court's ongoing efforts to deliver accessible justice, foster community understanding, and uphold the peace and dignity 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

None



City Council Agenda Request November 4, 2025

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Linda Mendenhall, City Clerk

Responsible Department: City Clerk's Office

Agenda Caption:

MINUTES

Consideration of and action on approval of the minutes of the October 21, 2025, meeting.

Recommended Action:

Consideration of and action on the minutes of the October 21, 2025 meeting.

Executive Summary:

Consider the minutes of the October 21, 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. 10.21.25 City Council Meeting Minutes



City of Sugar Land

City Council Minutes

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

Tuesday, October 21, 2025
City Council Meeting Minutes
City Council Chamber
5:00 PM

I. Attention

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II. Call to Order

QUORUM PRESENT

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

III. Closed Executive Session

- A. Closed Executive Session as authorized by Chapter 551, Texas Government Code in accordance with:

Section 551.071 Consultation with Attorney:

For the purpose of receiving legal advice on pending or contemplated litigation or on Attorney-Client Privileged Information.

Meredith Riede, City Attorney

RECESS: Mayor McCutcheon recessed the meeting at 5:02 p.m.

- B. Closed Executive Session as authorized by Chapter 551, Texas Government Code, in accordance with:

Section 551.074 - Public Officers:

For the purpose of deliberations regarding appointments to, and duties of, the Building Standards Commission, Planning and Zoning Commission, and Zoning Board of Adjustments.

Linda Mendenhall, City Clerk

RECONVENE: Mayor McCutcheon reconvened the meeting at 5:44 p.m.

IV. Invocation

Councilmember Rick Miller

V. Pledges of Allegiance

Councilmember Rick Miller

VI. Public Comment

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

No members of the public addressed the Council.

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. MINUTES

Consideration of and action on the minutes of the October 7, 2025 meeting.

Linda Mendenhall, City Clerk

A motion to **Approve the consent agenda items A through P**, 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 CEDROS PAVING SERVICE LLC

Consideration of and action on the authorization of a construction contract with Cedros Paving Service, LLC for the replacement of damaged sidewalks at various locations, in the amount of \$1,400,000.00 per year, renewable for two (2) additional years based on available budget, for a total contract amount of \$4,200,000.00, CIP CST2501- Sidewalk Program Rehabilitation and Replacement Project.

Ray Song, Engineering Manager

C. CONTRACT WITH US DIGITAL DESIGNS INC.

Consideration of and action on the authorization of the purchase and installation of the Phoenix G2 Fire Station Alerting System from US Digital Designs, Inc. by Honeywell. This procurement will be made through the Houston-Galveston Area Council (H-GAC) Contract No. EC07-23, in the amount of \$450,541.50.

Mark Campise, Chief of Fire-EMS

D. Consideration of and action on CITY OF SUGAR LAND RESOLUTION 25-43: A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP), FY2025 POST FIRE (DR5552).

Danica Mueller, Water Operations Manager

E. **TEXAS ARBOR DAY PROCLAMATION**

Proclamation recognizing Texas Arbor Day in Sugar Land on November 7, 2025.

Henry Vavrecka, Right of Way Services Manager

F. **AGREEMENT WITH UNION PACIFIC RAILROAD**

Consideration of and action on the authorization of the Union Pacific Railroad (UPRR) Pipeline Crossing Agreement, granting the City the right to install, operate, and maintain an underground pipeline across UPRR property as part of the Water Distribution System Rehabilitation Project, CIP CWA2401, for a one-time license fee of \$5,000.00.

Paola DeLaTorre, Project Manager II

G. **CONTRACT WITH ASSOCIATIONS OF FIRST COLONY, INC.**

Consideration of and action on authorization of a contract with Associations of First Colony, Inc. in the amount of \$311,891.80, for Right-of-Way landscaping and maintenance.

Henry Vavrecka, Right of Way Services Manager

H. **CONTRACT WITH FIRST COLONY COMMUNITY SERVICES ASSOCIATION, INC.**

Consideration of and action on authorization of a contract with First Colony Community Services Association, Inc, DBA First Colony Community Association, Inc. in the amount of \$129,428.28, for Right-of-Way streetlight reimbursement.

Henry Vavrecka, Right of Way Services Manager

I. **LICENSE AGREEMENT WITH WHENEVER WATERSPORTS, LLC**

Consideration of and action on the authorization of a License Agreement by and between Whenever Watersports, LLC and the City of Sugar Land, Texas, for a kayak self-serve rental facility located within Sugar Land Memorial Park.

William Hajdik, Assistant Director of Parks & Recreation

J. **CONTRACT WITH FUN ABOUNDS, INC**

Consideration of and action on authorizing the execution of a construction contract with Fun Abounds, Inc., through Buy Board Contract 679-22, in the amount of \$123,250.00, for CPK2402 IPRC Cardio Room Build Out, with funding provided by the SL4B corporation.

Alence Poudel, Engineering Manager

K. **MEMORANDUM OF UNDERSTANDING WITH FORT BEND INDEPENDENT SCHOOL DISTRICT**

Consideration of and action on the memorandum of understanding between the City of Sugar Land and Fort Bend Independent School District regarding overlapping jurisdiction to coordinate law enforcement activities.

David White, Assistant Police Chief

- L. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-46: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING A GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FOR FISCAL YEAR 2024 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM; AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO SIGN DOCUMENTS TO ADMINISTER AND IMPLEMENT THE GRANT.**

Mark Campise, Chief of Fire-EMS

- M. **CONTRACT WITH EZEE FIBER**

Consideration of and action on authorizing the execution of a contract with Ezee Fiber for network communications services to connect City assets to a fiber optic infrastructure, in the amount of \$2,490,000, inclusive of one-time construction and equipment costs of \$500,000.

Steve Budny, Director of IT, Data, and Security

- N. **MUSIC ADVISORY BOARD APPOINTMENTS**

Consideration of and action on the appointment of Dominique McCormick and Sarah Kuo for expiring terms on September 30, 2026, to the Music Advisory Board.

Carol McCutcheon, Mayor

- O. **PARCS ADVISORY BOARD APPOINTMENTS**

Consideration of and action on the appointment of HoJin Lim, Heather Guillen, Kelsey Johnson, Chris Delay, Kelsey Low, Andy Phan, Tracy Pipes, Joan Maresh-Hansen, and Sonny Johnston for terms expiring September 30, 2026; and appointment of HoJin Lim as Chair and Heather Guillen as Vice Chair, for terms expiring September 30, 2026, to the PARCS Advisory Board.

Carol McCutcheon, Mayor

- P. **INDEPENDENT ETHICS REVIEW BOARD APPOINTMENTS**

Consideration of and action on the appointment of Doug Earle, Member, Steve Traile, Member, Laura Bowen, Alternate, and Marc Martinez, Alternate for terms expiring September 30, 2028; and appointment of Krista Stegemiller, Chair, and Andrew Wolf, Vice Chair, for terms expiring September 30, 2028, to the Independent Ethics Review Board.

Carol McCutcheon, Mayor

VIII. Donations

- A. **CULLINAN PARK CONSERVANCY DONATION**

Consideration of and action on acceptance of a donation from the Cullinan Park

Conservancy, in the amount of \$60,000.00 for Cullinan Park Phase III Design, CIP PK2302.

Fenglin Du, Parks Development Manager

Fenglin Du, Parks Development Manager, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the Cullinan Park Conservancy Donation of \$60,000**, was made by Suzanne Whatley and seconded by Sanjay Singhal; the motion **Passed**.

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

IX. Public Hearings

- A. **PUBLIC HEARING 6:00 P.M.:** Receive and hear all persons desiring to be heard on the proposed changes to the Lake Pointe Redevelopment District, Chapter 2, Part 5 of the Development Code.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2390:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING A RECOMMENDATION ON THE PROPOSED CHANGES TO THE LAKE POINTE REDEVELOPMENT DISTRICT, CHAPTER 2, PART 5 OF THE DEVELOPMENT CODE.

Ruth M. Lohmer, Redevelopment Planning Manager

Ruth Lohmer, Redevelopment Planning Manager, gave a presentation, made comments, and answered questions from the Council.

Mayor McCutcheon opened the public hearing at 6:17 p.m. No members of the public addressed the Council during the public hearing. Mayor McCutcheon closed the public hearing at 6:17 p.m.

A motion to **Approve the first reading of Ordinance No. 2390**, was made by Rick Miller and seconded by Jim Vonderhaar, the motion **Passed**.

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

X. Appointments

- A. **BUILDING STANDARDS COMMISSION APPOINTMENTS**
Consideration of and action on the appointment of commissioners to the Building Standards Commission.

Carol McCutcheon, Mayor

A motion to **Approve the BSC appointments**, was made by Stewart Jacobson and seconded by Jim Vonderhaar; the motion **Passed**.

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

- B. **PLANNING AND ZONING APPOINTMENTS**

Consideration of and action on the appointment of Commissioners to the Planning and Zoning Commission.

Carol McCutcheon, Mayor

A motion to **Approve Planning & Zoning appointments**, was made by Sanjay Singhal and seconded by Robert Boettcher; the motion **Passed**.

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

C. SUGAR LAND LEGACY APPOINTMENTS

Consideration of and action on the appointment of members to the Sugar Land Legacy Foundation.

Carol McCutcheon, Mayor

A motion to **Approve the Sugar Land Legacy Foundation Appointments**, was made by Sanjay Singhal and seconded by Jim Vonderhaar; the motion **Passed**.

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

D. ZONING BOARD OF ADJUSTMENT APPOINTMENTS

Consideration of and action on the appointment of members to the Zoning Board of Adjustment.

Carol McCutcheon, Mayor

A motion to **Approve the ZBA appointments**, was made by Rick Miller and seconded by Robert Boettcher; the motion **Passed**.

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

XI. Contracts and Agreements

A. CONTRACT WITH CFG INDUSTRIES, LLC.

Consideration of a construction contract with CFG Industries, LLC, in the amount of \$2,293,590.00 for the rehabilitation of four City wastewater lift stations (CIP CWW2401) and authorization of a budget amendment of \$163,680.00 from CIP CWW2302 to CWW2401 to fully fund the project.

Jonathan Braun, Assistant City Engineer

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

Councilmember Jacobson left the meeting at 6:33 p.m. and returned to the meeting at 6:35 p.m.

A motion to **Approve a contract with CFG Industries, LLC**, was made by Sanjay Singhal and

seconded by Rick Miller; the motion **Passed**.

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

XII. Ordinances and Resolutions

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-45**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING A GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO SIGN DOCUMENTS TO ADMINISTER AND IMPLEMENT THE GRANT.

Melanie Beaman, Transportation & Mobility Manager

Melanie Beaman, Transportation & Mobility Manager, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Resolution No. 25-45**, was made by Suzanne Whatley and seconded by Sanjay Singhal; the motion **Passed**.

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

- B. **FIRST CONSIDERATION**: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2381**: AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, AMENDING SECTIONS 5-351 AND 5-376 OF CHAPTER 5, ARTICLE VIII, DIVISION 11 OF THE SUGAR LAND CODE OF ORDINANCES REGARDING PRETREATMENT STANDARDS FOR USERS OF THE CITY'S WASTEWATER TREATMENT PLANTS

David Whittemore, Assistant Director of Utilities

David Whittemore, Assistant Director of Utilities, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the first reading of Ordinance No. 2381**, was made by Stewart Jacobson and seconded by Jim Vonderhaar; the motion **Passed**.

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

- C. **FIRST AND FINAL CONSIDERATION**: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2391**: AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, APPROVAL OF THE FY2026 BUDGET AMENDMENT TO REDUCE REVENUES AND EXPENDITURES IN ALIGNMENT WITH THE ADOPTED PROPERTY TAX RATE OF \$0.358827.

ShaLae Steadman, Director of Budget

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

A motion to **Approve the first and final reading of Ordinance No. 2391**, was made by Stewart Jacobson and seconded by Rick Miller; the motion **Passed**.

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

XIII. 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.

XIV. Adjournment

A motion to **Adjourn at 7: 01 p.m.**, was made by Sanjay Singhal and seconded by Carol McCutcheon; the motion **Passed**.

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

Linda Mendenhall, City Clerk





City Council Agenda Request November 4, 2025

Agenda Request No: VIII.B.

Agenda of: City Council Meeting

Initiated by: Sharon Shapiro, Grants Officer

Presented by: Gregory Suter, Police Captain - Staff Services Bureau

Responsible Department: Police

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-48:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE FISCAL YEAR (FY) 2026 RIFLE-RESISTANT BODY ARMOR GRANT FUNDED THROUGH BG-RIFLE RESISTANT BODY-ARMOR GRANT PROGRAM ("GRANT") FROM THE TEXAS OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION (CJD); DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED OFFICIAL TO SIGN DOCUMENTS TO ACCEPT, RECEIPT, AND PROCESS GRANT FUNDS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM THE GRANT.

Recommended Action:

Accept Resolution No. 25-48 for the Rifle-Resistant Body Armor Grant Program in the amount of \$117,720 and approve a budget amendment in the amount of \$117,720 to revenues and expenditures

Executive Summary:

On May 6, 2025, City Council approved Resolution No. 25-25, for the submission for a grant application to the State of Texas, Office of the Governor for the FY26 Rifle-Resistant Body Armor Grant Program. This program's purpose is to equip peace officers with rifle-resistant body armor and to fund projects that promote public safety, reduce crime and improve the criminal justice system.

Under this program, the Sugar Land Police Department (SLPD) submitted an application that will give SLPD Officers a higher level of ballistic protection required to stop threats from a rifle. Currently SLPD has approximately 45 sets of heavier, stand-alone ceramic rifle plates and carriers that are shared among our entire patrol Division. Since this armor is shared between many Officers, customization and the addition of magazine pouches and other accessories is

not practical. Additionally, the carrier must be adjusted to fit prior to donning (resulting in potential delays in Officer deployment) and may not be sized appropriately to meet the specific body types of our diverse workforce. All new body armor vests purchased with grant funds will be light enough to allow Officers to wear this higher level of protection in combination with traditional soft armor at all times. Wearing this personally fitted armor at all times will help mitigate ambush threats to officers, allow more rapid deployment to critical scenes, and permit the carrying of individualized equipment to where it is needed most.

On September 29, 2025, the city received notice that our application was accepted and was awarded \$117,720 for the purchase of Rifle-Resistant Body Armor. This award will allow SLPD to purchase approximately 48 additional sets of armor. This is a state-funded program and does not require a city match.

The Sugar Land Police Department recommends city council approve Resolution No. 25-48 accepting the FY26 Rifle-Resistant Body Armor Grant award in the amount of \$117,720, and a budget amendment in the amount of \$117,720 to revenues and expenditures.

Budget

Expenditure Required: 117,720.00

Current Budget: 0.00

Additional Funding: 117,720.00

Funding Source: Texas Office of the Governor – Criminal Justice Division

Account Number (ORG-OBJ-Project): 1017115-531010

Attachments

1. Grant Award Letter
2. Resolution 25-48_Rifle Resistant Body Armor Award

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5406701	Award Amount:	\$117,720.00
Date Awarded:	9/29/2025	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2025 - 09/30/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2026	Grantee GPI:	\$0.00
Program Fund:	BG-Rifle-Resistant Body Armor Grant Program (BAGP)	Total Project Cost:	\$117,720.00
Grantee Name:	Sugar Land, City of		
Project Title:	Rifle Resistant Body Armor		
Grant Manager:	Luis Vasquez		
Unique Entity Identifier (UEI):	XZ2PYBMQKJ91		
CFDA:	N/A		
Federal Awarding Agency:	N/A - State Funds		
Federal Award Date:	N/A - State Funds		
Federal/State Award ID Number:	2026-BG-ST-0025		
Total Federal Award/State Funds Appropriated:	\$10,000,000.00		
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)		
Is the Award R&D:	No		
Federal/State Award Description:	To equip law enforcement officers at risk of shootings with rifle-resistant body armor.		

RESOLUTION NO. 25-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE FISCAL YEAR (FY) 2026 RIFLE-RESISTANT BODY ARMOR GRANT FUNDED THROUGH BG-RIFLE RESISTANT BODY-ARMOR GRANT PROGRAM (“GRANT”) FROM THE TEXAS OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION (CJD); DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED OFFICIAL TO SIGN DOCUMENTS TO ACCEPT, RECEIPT, AND PROCESS GRANT FUNDS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM THE GRANT.

WHEREAS, the City Council of the City of Sugar Land (“City”) finds it is in the best interest of the citizens of the City to accept the Fiscal Year (FY) 2026 Rifle-Resistant Body Armor Grant from the Texas Office of the Governor – Criminal Justice Division to equip peace officers with rifle-resistant body armor; NOW THEREFORE,

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

Section 1. That it adopts the findings and recitals set forth in the preamble to this Resolution.

Section 2. That the City Council accepts the Fiscal Year (FY) 2026 Rifle-Resistant Body Armor Grant from the Texas Office of the Governor – Criminal Justice Division (CJD).

Section 3. That the City certifies that it will adhere to the guidelines set forth by CJD related to the Grant funds.

Section 4. That the City authorizes the City Manager, or his designee, as authorized official or representative to sign any documents that are necessary to accept, receipt, and process Grant funds in compliance with the CJD award terms and conditions.

Section 5. That in the event of loss or misuse of any Grant funds awarded to the City, the City assures that the awarded Grant funds will be returned to the State of Texas Office of the Governor in full.

Section 6. That the City Council approves a budget amendment in the amount of the grant award to expenditures and revenues from the Grant.

APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Secretary

Attachment

Exhibit A: Texas Office of the Governor – Criminal Justice Division (CJD), FY 2026 Rifle-Resistant Body Armor Grant

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5406701	Award Amount:	\$117,720.00
Date Awarded:	9/29/2025	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2025 - 09/30/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2026	Grantee GPI:	\$0.00
Program Fund:	BG-Rifle-Resistant Body Armor Grant Program (BAGP)	Total Project Cost:	\$117,720.00
Grantee Name:	Sugar Land, City of		
Project Title:	Rifle Resistant Body Armor		
Grant Manager:	Luis Vasquez		
Unique Entity Identifier (UEI):	XZ2PYBMQKJ91		
CFDA:	N/A		
Federal Awarding Agency:	N/A - State Funds		
Federal Award Date:	N/A - State Funds		
Federal/State Award ID Number:	2026-BG-ST-0025		
Total Federal Award/State Funds Appropriated:	\$10,000,000.00		
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)		
Is the Award R&D:	No		
Federal/State Award Description:	To equip law enforcement officers at risk of shootings with rifle-resistant body armor.		



City Council Agenda Request November 4, 2025

Agenda Request No: VIII.C.

Agenda of: City Council Meeting

Initiated by: Sharon Shapiro, Grants Officer

Presented by: Caroline Egan, Emergency Management Coordinator

Responsible Department: Police

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION 25-47: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE FIRST RESPONDER MENTAL HEALTH – CISM PROGRAM GRANT FROM THE TEXAS OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION (CJD); DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED OFFICIAL TO SIGN DOCUMENTS TO ACCEPT, RECEIPT, AND PROCESS GRANT FUNDS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM THE GRANT.**

Recommended Action:

Approve Resolution No. 25-47 to accept the grant award from the Texas Office of the Governor, Criminal Justice Division, for the First Responder Mental Health - CISM program, in the amount of \$34,233.72, and authorize a budget amendment in the amount of \$34,233.72 to revenues and expenditures.

Executive Summary:

On February 4, 2025, City Council approved Resolution No. 25-13 authorizing the submission of a grant application to the State of Texas, Office of the Governor, for the First Responder Mental Health Program, Fiscal Year 2026 grant.

The First Responder Mental Health Program grant for FY26 is designed to provide services and assistance directly to peace officers and first responders. It addresses direct and indirect trauma that occurs in the course of a first responder's normal duties or in response to an emergency. This grant helps local municipalities and law enforcement agencies reduce the stigma associated with seeking mental health assistance by providing opportunities to access safe, effective, and confidential services.

The Sugar Land CISM team is a collaborative effort amongst the Fire, Public Safety Dispatch, and Police departments as well as trained chaplains and licensed mental health professionals, to

provide assistance in mitigating the effects of critical incident stress on Sugar Land first responders via confidential debriefings and peer support. The Police Department – Office of Emergency Management oversees the CISM team’s funding.

On September 29, 2025, the City received notice of award from the Office of the Governor (OOG) in the amount of \$34,233.72.

This is the second year the city has received this grant. The FY26 grant award will continue to fund licensed clinicians on the Sugar Land CISM team. This will not only provide first responders with access to licensed mental health professionals as a part of the Sugar Land CISM team but will also allow the team to sustain its status with the International Critical Incident Stress Foundation, Inc. (ICISF). Additionally, this award will continue to fund training, which will allow the Sugar Land CISM team to enhance their capabilities to provide peer support to Sugar Land first responders.

The Police Department-Office of Emergency Management recommends City Council approve Resolution 25-47 accepting the FY 26 First Responder Mental Health – CISM grant, for \$34,233.72, and approve a budget amendment in the amount of \$34,233.72 to revenues and expenditures.

Budget

Expenditure Required: 34,233.72

Current Budget: n/a

Additional Funding: 34,233.72

Funding Source: Texas Office of the Governor – Criminal Justice Division (CJD)

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

Attachments

1. CISM Award Office of the Governor
2. Resolution 25-47

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5085602	Award Amount:	\$34,233.72
Date Awarded:	9/29/2025	Grantee Cash Match:	\$7,653.26
Grant Period:	10/01/2025 - 09/30/2026	Grantee In Kind Match:	\$4,040.00
Liquidation Date:	12/29/2026	Grantee GPI:	\$0.00
Program Fund:	PO-Peace Officer Mental Health Program	Total Project Cost:	\$45,926.98
Grantee Name:	Sugar Land, City of		
Project Title:	First Responder Mental Health - CISM Program		
Grant Manager:	Thomas Adams		
Unique Entity Identifier (UEI):	XZ2PYBMQKJ91		
CFDA:	N/A		
Federal Awarding Agency:	N/A-State Funds		
Federal Award Date:	N/A - State Funds		
Federal/State Award ID Number:	2026-PO-ST-0000		
Total Federal Award/State Funds Appropriated:	\$200,000.00		
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)		
Is the Award R&D:	No		

**Federal/State Award
Description:**

The purpose of this program is to provide services and assistance directly to peace officers and first responders to address direct and indirect trauma that occurs in the course of their normal duties either as the result of the commission of crimes by other persons or in response to an emergency.

RESOLUTION NO. 25-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE FIRST RESPONDER MENTAL HEALTH – CISM PROGRAM GRANT FROM THE TEXAS OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION (CJD); DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED OFFICIAL TO SIGN DOCUMENTS TO ACCEPT, RECEIPT, AND PROCESS GRANT FUNDS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM THE GRANT.

WHEREAS, the City Council of the City of Sugar Land (“City”) finds it is in the best interest of the citizens of the City to accept the First Responder Mental Health – CISM Program Grant from the Texas Office of the Governor – Criminal Justice Division to provide services and assistance directly to peace officers and first responders to address direct and indirect trauma that occurs in the course of their normal duties either as a result of the commission of crimes by other persons or in response to an emergency; NOW THEREFORE,

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

Section 1. That it adopts the findings and recitals set forth in the preamble to this Resolution.

Section 2. That the City Council accepts the First Responder Mental Health – CISM Program Grant from the Texas Office of the Governor – Criminal Justice Division (CJD).

Section 3. That the City certifies that it will adhere to the guidelines set forth by CJD related to the Grant funds.

Section 4. That the City authorizes the City Manager, or his designee, as authorized official or representative to sign any documents that are necessary to accept, receipt, and process Grant funds in compliance with the CJD award terms and conditions.

Section 5. That in the event of loss or misuse of any Grant funds awarded to the City, the City assures that the awarded Grant funds will be returned to the State of Texas Office of the Governor in full.

Section 6. That the City agrees to provide the applicable matching funds as required by the Grant.

Section 7. That the City Council approves a budget amendment in the amount of the grant award to expenditures and revenues from the Grant.

APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Secretary

Attachment

Exhibit A: Texas Office of the Governor – Criminal Justice Division (CJD), First Responder
Mental Health – CISM Program



City Council Agenda Request November 4, 2025

Agenda Request No: VIII.D.

Agenda of: City Council Meeting

Initiated by: Yomara Frias, Administrative Coordinator

Presented by: Erik Schenck, IT Manager

Responsible Department: Information Technology

Agenda Caption:

AGREEMENT WITH ESRI INC.

Consideration of and action on the authorization of the Esri Small Municipal and County Government Enterprise Agreement (EA) in the amount of \$90,300.00 for year one of a three-year agreement, for a total of \$270,900.00.

Recommended Action:

Authorize the approval of the Esri Small Municipal and County Government Enterprise Agreement (EA) in the amount of \$90,300.00 for year one of a three-year agreement, for a total of \$270,900.00.

Executive Summary:

The City of Sugar Land currently utilizes Esri, Inc., products for its Geographical Information System (GIS) applications, data, and analysis. Esri applications are currently in use for the City's interactive websites such as My Neighborhood, Interactive Maps and CIP Story Maps. In addition to the web applications, the Esri Enterprise Agreement (EA) allows staff to manage, perform analysis, and make available the City's spatial data. Esri is also utilized with the City's existing work order system, integrated storm water management model, and the City's asset management program. The Esri EA allows the City flexibility in deploying GIS related applications to staff and citizens, and gives the City the ability to scale its GIS server environment as demand requires.

The City has had an Esri EA for the past 9 years. The EA pricing includes licensing for all software, server and cloud related applications as well as drone mapping and business analysis tools. The Esri EA is only available when purchased directly through Esri and therefore is a sole source.

The EA will entitle the City to an Enterprise License to receive regular software enhancements/maintenance, current user and system documentation, access to Esri's hosted platform and 24/7 support.

Funding for this EA is within the Information Technology Operating and Maintenance budgets.

The Information Technology Department recommends that the City Council authorize year one of the Small Municipal and County Government EA with Esri Inc., in the amount of \$90,300.00 for software enhancements/maintenance, current user, and system documentation. The Agreement will automatically renew for two additional one-year terms for a total contract cost of \$270,900.00.

Budget

Expenditure Required: \$90,300

Current Budget: \$90,300 per year for a three-year agreement

Additional Funding: N/A

Funding Source: IT General Operating Fund

Account Number (ORG-OBJ-Project): 1011156-541060

Attachments

1. Contract
2. Quote

**GOVERNMENTAL RIDER
FOR PREPRINTED AGREEMENTS
WITH THE CITY OF SUGAR LAND, TEXAS
(Rev. 10-8-25)**

By signing below, the parties agree to the terms of the Agreement, which includes this Governmental Rider:

CITY OF SUGAR LAND

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(VENDOR):**

By:

By: 
Annette Kazandjian (Oct 15, 2025 15:52:21 PDT)

Date:

Date: Oct 15, 2025

Title:

Title: Managing Business Attorney

Matter Number: 7541M

Approved as to Form:



1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Agreement (Agreement) of Environmental Systems Research Institute, Inc. (Vendor), which is attached and described as follows:

Esri Small Enterprise Agreement County and Municipality Government, including
Esri Quotation # Q-556868 & Esri Master Agreement Products and Services (footer dated February
14, 2025)

2. Payment Provisions. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

3. Multiyear Agreements. 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 Agreement becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then City shall promptly notify Esri prior to the subsequent anniversary date, and the effective date of the Agreement termination shall be the end of the then-current term year. (Section 5, Article XI, Texas Constitution)

4. Liability and Indemnity. Any provision of the Agreement that would have the effect of waiving or limiting the City's governmental immunity or creating liability beyond that permitted by the Texas Constitution is void and enforceable.

5. Confidentiality. It is understood that City is subject to Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"). If City receives a request for the disclosure of Vendor's confidential information, pursuant to the Public Information Act, City will promptly notify Vendor of the disclosure request to the extent required by the Public Information Act, including (if permitted by applicable law), the identity of the requestor, and Vendor may claim an exemption and seek a protective order.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-556868

Date: October 6, 2025

Customer # 112221 Contract # ENTERPRISE AGREEMENT

City of Sugar Land
Information Technology Dept
2700 Town Center Blvd N
Sugar Land, TX 77479-1280

ATTENTION: Erik Schenck
PHONE: 281-275-2379
EMAIL: eschenck@sugarlandtx.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/3/2025 To: 12/2/2025

Enterprise Agreement

Material	Qty	Term	Unit Price	Total
193207	1	Year 1	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 2	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 3	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				

Public Safety Named User Program

Material	Qty	Term	Unit Price	Total
157511	500		\$0.00	\$0.00
Small Enterprise Agreement Public Safety ArcGIS Online Creator User Type in Continually Staffed Environment Subscription				
157511	500		\$0.00	\$0.00
Small Enterprise Agreement Public Safety ArcGIS Online Creator User Type in Continually Staffed Environment Subscription				
157511	500		\$0.00	\$0.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Abrin Brooks

Email:
abrooks@esri.com

Phone:
(909) 793-2853 x2875

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-556868

Date: October 6, 2025

Customer # 112221 Contract # ENTERPRISE AGREEMENT

City of Sugar Land
Information Technology Dept
2700 Town Center Blvd N
Sugar Land, TX 77479-1280

ATTENTION: Erik Schenck
PHONE: 281-275-2379
EMAIL: eschenck@sugarlandtx.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/3/2025 To: 12/2/2025

Material	Qty	Term	Unit Price	Total
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Small Enterprise Agreement Public Safety ArcGIS Online Creator User Type in Continually Staffed Environment Subscription

Subtotal:	\$270,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$270,900.00

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City Council Agenda Request

November 4, 2025

Agenda Request No: VIII.E.

Agenda of: City Council Meeting

Initiated by: Ashley Kirkpatrick, Water Quality Manager

Presented by: David Whittemore, Assistant Director of Utilities

Responsible Department: Utilities

Agenda Caption:

SECOND CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2381:** AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, AMENDING SECTIONS 5-351 AND 5-376 OF CHAPTER 5, ARTICLE VIII, DIVISION 11 OF THE SUGAR LAND CODE OF ORDINANCES REGARDING PRETREATMENT STANDARDS FOR USERS OF THE CITY'S WASTEWATER TREATMENT PLANTS.

Recommended Action:

Approve the Second Reading of City of Sugar Land Ordinance No. 2381, amending the Sugar Land Code of Ordinances regarding Pretreatment Standards for Users of the City's Wastewater Treatment Plants

Executive Summary:

The City's Industrial Pretreatment Program was developed in 1986 to meet the regulatory requirements of the Environmental Protection Agency's Clean Water Act. The Pretreatment Program is part of the Texas Pollution Discharge Elimination System (TPDES) discharge permit for the City's North Wastewater Treatment Plant. The program requires industrial users to meet certain discharge limits before the wastewater flow that is generated from industrial processes can be allowed to discharge to the City's wastewater systems. The City currently has eight industrial dischargers.

In October 2024, the Texas Commission on Environmental Quality (TCEQ) conducted a routine audit of the City's Industrial Pretreatment Program. The purpose of an industrial pretreatment program audit is to ensure compliance with federal and state regulations, evaluate the effectiveness of internal controls, and identify areas for improvement. In the Audit Final Report, TCEQ noted required modifications to the City's Pretreatment Program that are necessary for compliance with the current regulatory requirements.

The amendments to Chapter 5, Article VIII, Division 11 of the Sugar Land Code of Ordinances Regarding Pretreatment Standards for Users of the City's Wastewater Treatment Plants included

in Ordinance No. 2381 are the modifications required by TCEQ. The amendments to the ordinance are:

1. Amend Section 5-351 to include a table of the city's approved local limits. The limits have not changed.
2. Amend Section 5-376 (b) to remove "or Local Limit" as that section only applies to categorical standards

The Utilities Department recommends the City Council approve the second reading of Ordinance No. 2381, amending the Sugar Land Code of Ordinances regarding Pretreatment Standards for Users of the City's Wastewater Treatment Plants.

Budget

Expenditure Required: NA

Current Budget: NA

Additional Funding: NA

Funding Source: NA

Account Number (ORG-OBJ-Project): NA

Attachments

1. Ordinance No. 2381

ORDINANCE NO. 2381

AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, AMENDING SECTIONS 5-351 AND 5-376 OF CHAPTER 5, ARTICLE VIII, DIVISION 11 OF THE SUGAR LAND CODE OF ORDINANCES REGARDING PRETREATMENT STANDARDS FOR USERS OF THE CITY'S WASTEWATER TREATMENT PLANTS.

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

Section 1. That Chapter 5, Article VIII, Division 11, section 5-351(b), is amended to read as follows:

Sec. 5-351. Local limits.

- (b) The following pollutants are subject to limits established to protect against Pass Through and Interference. Any of the following pollutants in solution or suspension at a concentration measured at the user's end of pipe (or alternate location if an end of pipe location does not exist or is not appropriate) in excess of the latest technically based Local limits set forth in the Technically Based Local Limits Report, as modified from time to time by the City Manager, without prior written approval from the City is prohibited:

Parameter	Limit
Arsenic	0.52 mg/L
Cadmium	0.09 mg/L
Chromium	5.54 mg/L
Copper	2.33 mg/L
Cyanide	0.20 mg/L
Lead	0.43 mg/L
Mercury	0.0024 mg/L
Nickel	5.55 mg/L
Silver	0.36 mg/L
Zinc	3.90 mg/L
Oil & Grease (HEM)	100.0 mg/L
BOD	300 mg/L
TSS	400 mg/L

All concentrations for metallic substances are for total metal unless indicated otherwise. The City may impose mass limitations in addition to the concentration-based limitations.

Section 2. That Chapter 5, Article VIII, Division 11, section 5-376 (b), is amended to read as follows:

Sec. 5-376. Periodic compliance reports.

- (b) The City may authorize an Industrial User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither

present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. [see 40 CFR §403.12(e)(2)] This authorization is subject to the following conditions:

- (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.

The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit.

- (2) In making a demonstration that a pollutant is not present, the Industrial User must provide data from the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes. The City will determine whether the submitted data submitted is sufficient to justify the claim.
- (3) The request for a monitoring waiver must be signed in accordance with 40 CFR §403.12 (l)(1) through (3) and include the certification statement in section 5-385(a) and 40 CFR §403.6(a)(2)(ii).
- (4) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant is used in the analysis.
- (5) If the City grants a monitoring waiver the City will include the waiver as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver will be maintained by the City for 3 years after expiration of the waiver.
- (6) Upon the City's approval of the monitoring waiver and revision of the User's permit, the Industrial User must certify on each report with the statement in section 5- 385 (b) that there has been no increase in the pollutant in its waste stream due to activities of the Industrial User.
- (7) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately comply with the monitoring requirements of section 5-376 (a), or other more frequent monitoring requirements imposed by the City, and notify the City.
- (8) This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.

Section 3. 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:

Meredith Reed

Linda Mendenhall, City Clerk



City Council Agenda Request November 4, 2025

Agenda Request No: VIII.F.

Agenda of: City Council Meeting

Initiated by: Andy Escamilla, Field Supervisor

Presented by: David Whittemore, Assistant Director of Utilities

Responsible Department: Utilities

Agenda Caption:

CONTRACT WITH HAHN EQUIPMENT COMPANY INC.

Consideration of and action on the authorization of a contract between the City of Sugar Land and Hahn Equipment Company Inc. for On-Call Pump and Motor Repairs and Replacement in the amount of \$200,000.00 per year, with the option to renew for four additional years, with an overall total of \$1,000,000.00.

Recommended Action:

The City Council authorize the execution of a contract between the City of Sugar Land and Hahn Equipment Company Inc. for On-Call Pump and Motor Repairs and Replacement in the amount of \$200,000.00, per year with the option to renew for four additional years with an overall total of \$1,000,000.00

Executive Summary:

The Utilities Department contracts out major pump and motor repairs. Items such as motor rewinds, new bearings, replacement seals, balancing, machining, and emergency repairs are time-consuming and require specialized equipment and skills beyond the expertise of City staff. The City owns over 280 sanitary sewer lift station pumps ranging from 2 to 115 horsepower.

These pumps are manufactured by various companies, but approximately 50% are Flygt manufactured pumps, and the remaining are non-Flygt pumps. Based on historical averages, the Utilities Department repairs or replaces approximately 10% of its water and wastewater pumps each year. The City's most recent five-year pump and motor repair service contract for Flygt pumps expired this year, in September 2025.

The City advertised the Invitation to Bid (ITB#2025-063) in September 2025, for on-call pump and motor repair services. The bid document addressed various types of repairs and services for various sizes of pumps. The bid document requested standard prices for each Flygt pump in our inventory to include the cost to tear down and inspect, provide written failure reports that include the cost of labor and materials to repair, and pick-up and delivery information. Standard repair time is four weeks from the time of contractor notification. All repairs are to be completed

within Original Equipment Manufacturer (OEM) standards and specifications. Standard repairs are as follows:

- Motor Rewind with a written Meg ohm test, seal replacement, all o-rings, new bearing (s) and balance, re-potting cable leads or new cable grommet and other incidentals (gaskets, oil, grease, coolant) that are required to make the pump operable with a one-year warranty. All repair parts shall be manufacturer-authorized parts.
- Motor Recondition with a written Meg ohm test, seal replacement, all o-rings, new bearing (s) and balance, re-potting cable leads or new cable grommet and other incidentals (gaskets, oil, grease, coolant) that are required to make the pump operable with a one-year warranty. All repair parts shall be manufacturer-authorized parts.
- All repaired pumps and motors shall be blasted, primed and painted upon completion of repair.
- Repairs with non-standard requirements shall require approval by the City before work begins.

Bids were received from one vendor: Hahn Equipment Company. The bid tab submitted by Hahn Equipment Company was responsive. In addition, Hahn is an authorized distributor and service provider for Flygt pumps.

**Flygt Pump and Motor Repair Contract Bids
Cost Summary Table
September 25, 2025**

Company	Rewind	Recondition	Replacement
Hahn Equipment Company, Inc.	\$827,275.00	\$552,159.00	\$2,647,257

The contract for Flygt manufactured pump and motor repairs uses forecast cost estimates and numbers/types of repairs based on the City's most recent historical data. It includes additional funds to provide capacity for emergency repairs should the need arise. The contract is a renewable contract and is structured as a five-year agreement, which includes the original term plus four additional opportunities to renew each fiscal year. In addition, the contract is a unit price contract that enables the Department to use services only on an as-needed basis.

Funding for this contract is available through the Utilities Wastewater Facilities Division Operating budget.

The Utilities Department recommends that the City Council authorize the execution of a contract between the City of Sugar Land and Hahn Equipment Company Inc. for On-Call Pump and Motor Repairs and Replacement in the amount of \$200,000.00, per year with the option to renew for four additional years with an overall total of \$1,000,000.00

Budget

Expenditure Required: 200,000.00

Current Budget: \$8,000,000.00

Additional Funding: 0

Funding Source: Utility Operating Fund

Account Number (ORG-OBJ-Project): 6019125-571042

Attachments

1. HAHN Equipment Con_On Call Pump Motor Repairs - Signed - Corrected-Redacted
2. HAHN Equipment Con_On Call Pump Motor Repairs - Signed - Corrected
3. 2025-ITB-063_On-Call Pump and Motor Repairs_Hahn Equipment
4. ITB- Paper-2025-ITB-063-2025-09-25-14-56-58
5. Xylem-Flygt Sole Source Letter-2025

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES**

\$1M and Greater
(Rev. 2-19-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: Bobby Bruce

Date:

Date: 10/02/2025

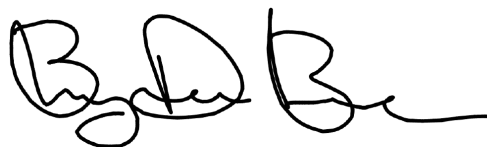
Title:

Title: Account Manager

MATTER NUMBER: 7703M
APPROVED AS TO FORM:



Company: Hahn Equipment Company



II. General Information and Terms.

Contractor's Name and Address: Hahn Equipment Co., Inc.
5636 Kansas
Houston, Texas 77007

Description of Services: On-Call Pump and Motor Repairs (Bid No. 2025-ITB-063)

Maximum Contract Amount: \$200,000 per year (or \$1,000,000 for five years)

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

Termination Date: September 30, 2026, subject to Sec. III.C.

Renewal: This Contract will automatically renew without further documentation or agreement annually for four (4) additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term, subject to Sec. 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)

D. Liability and Indemnity. A provision in the Contractor's Additional Documents 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.

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 the professional skill 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 good 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 good 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 good 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 a contract 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 2274.0102, 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. Preservation and Provision of Contracting Information. The requirements of Subchapter J, Chapter 552, Government Code, apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor 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 City where: (1) the Maximum Contract Amount in Sec. II 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 Contract, 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, Contractor will preserve all contracting information, as defined by Section 552.003 of the Texas Government Code, related to this Contract. Upon receiving a written request from the City, Contractor will promptly provide any contracting information related to this Contract that is in the custody or possession of Contractor. Upon the expiration or termination of this Contract, Contractor will either: (1) provide, at no cost to the City, all contracting information related to this Contract that is in the custody or possession of Contractor; or (2) preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

IV. Additional Terms or Conditions. All terms and conditions of the City of Sugar Land Request for Proposal, Bid No. 2025-ITB-063 are hereby incorporated by reference in this Contract as if set forth herein in full.

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. Contractor's Response, dated September 10, 2025 (16 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



HAHN EQUIPMENT CO., INC.

5636 KANSAS • HOUSTON, TX 77007 •

PHONE # 713-868-3255 • FAX # 868-9725

September 10th, 2025

City of Sugar Land
2700 Town Center Boulevard North
Sugar Land, Texas 77479

Attn: Jason Poscovsky, CPPO, CPPB

RE: BID NO. 2025 - ITB - 063 On-Call Pump and Motor Repairs

Please find attached our offering for the referenced BID.

Hahn Equipment Co., Inc. is the ONLY authorized Flygt distributor for Flygt pumps and parts in SE Texas, and as such are only offering OEM Flygt parts and Flygt authorized motor rewinds with our bid.

Thank you for the opportunity to provide repair services to the City of Sugar Land and we appreciate our long-standing relationship.

Sincerely,


Bobby Bruce
Account Manager

OFFICE 713 868-3255
USA



Xylem Water Solutions U.S.A. Inc
Flygt Products

2310 McDaniel Drive
Carrollton, TX. 77506
Tel 979-841-3415

September 10th, 2025

To: Andy Escamilla
City of Sugar Land
Wastewater Superintendent

To Whom it may concern:

RE; Flygt pumps, Flygt Multismart controllers, Flygt control panels, parts and repair services

Please be advised that Hahn Equipment Company located at 5636 Kansas Houston TX is the only authorized Flygt distributor for the sale of Flygt pumps in SE Texas which includes the Houston Greater Metropolitan area and areas east to the Gulf of Mexico and the Sabine River. This not only includes the Flygt pumps but also Flygt authorized parts and service. Their staff is properly trained to provide you with the best possible service available.

In addition to Hahn Equipment being the sole provider of Flygt pumps, their installation and testing is a critical component to ensuring the equipment functions appropriately under operating conditions in the Lift Station. The installation process utilizes our Flygt authorized parts and Flygt trained service personnel and includes an official start-up to ensure the equipment is functioning correctly and the Flygt warrantee is intact. The start-up consists of testing of the pumps and associated equipment in the field after installation but before being put in continuous service.

These terms of Hahn Equipment distribution contract with Flygt a Xylem brand is an ongoing partnership that has lasted for more than 40 years and is a continuing agreement.

Thank you for your interest in Flygt Products and Services. Please call if we can be of any further help.

Sincerely,

Todd Cranford

Todd Cranford
Xylem Water Solutions U.S.A. Inc
2310 McDaniel Drive
Carrollton, TX. 75006
972-841-3415 Cell

BIDDER CUSTOMER / CLIENT REFERENCES OF SIMILAR
SIZE/SCOPE

1. PROJECT/CONTRACT NAME: City of Houston
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Zina Hussein
CONTACT PHONE NUMBER: 713-542-2724
CONTACT EMAIL ADDRESS: zina.hussein@houstontx.gov
DISPOSITION OR STATUS OF CONTRACT: Active

2. PROJECT/CONTRACT NAME: City of College Station
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Pat Krause
CONTACT PHONE NUMBER: 979-764-3535
CONTACT EMAIL ADDRESS: pkrause@cstx.gov
DISPOSITION OR STATUS OF CONTRACT: Active

3. PROJECT/CONTRACT NAME: City of Deer Park
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Michael DeWeese
CONTACT PHONE NUMBER: 281-831-6147
CONTACT EMAIL ADDRESS: mdeweese@deerparktx.org
DISPOSITION OR STATUS OF CONTRACT: Active

4. PROJECT/CONTRACT NAME: Hays Utility North
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Brian Lucas
CONTACT PHONE NUMBER: 936-588-1166
CONTACT EMAIL ADDRESS: BLucas@hayswater.com
DISPOSITION OR STATUS OF CONTRACT: Active

5. PROJECT/CONTRACT NAME: City of LaPorte
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Billy Brooks
CONTACT PHONE NUMBER: 281-740-5170
CONTACT EMAIL ADDRESS: brooksb@laportetx.gov
DISPOSITION OR STATUS OF CONTRACT: Active

Certification by Contractor Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

- (a) (1) The prospective contractor certifies, to the best of its knowledge and belief, that:
- (i) The prospective contractor and/or any of its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, in the process of being debarred, declared ineligible, or voluntarily excluded from conducting business with the federal department or agency of the federal government;
 - (b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in subdivision (a)(1)(i)(b) of this certification.
 - (ii) The prospective contractor has not, within a three-year period preceding this certification, had one or more contracts terminated for default or cause by any local, state or federal agency.
- (2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (i.e. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the contract subject to prosecution under section 1001, title 18, United States Code.

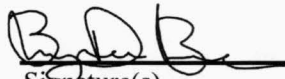
- (b) The prospective contractor must provide immediate written notice to the City of Sugar Land Purchasing Manager if, at any time, the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) This certification is a material representation of fact upon which reliance is placed by the City of Sugar Land in awarding the contract. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.
- (d) Where the prospective contractor is unable to certify to any of the statements in this certification, the prospective contractor must attach an explanation to the Submittal. The certification or explanation will be considered in connection with the determination whether the City of Sugar Land will enter into a contract with the prospective contractor. However, failure of the prospective contractor to furnish a certification or an explanation will disqualify the prospective contractor from participation in the transaction.

- (e) The prospective contractor agrees by submitting this Submittal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Transactions," without modification, in all transactions and solicitations for transactions covered under this Submittal or contract. The prospective contractor agrees by submitting this certification, it will not knowingly enter into any transaction with a person or business entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in business with the federal government, unless authorized by the City of Sugar Land.
- (f) Nothing contained in this certification will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Except for transactions authorized under paragraph (e) of this certification, if the prospective contractor knowingly enters into a transaction with a person or business entity who is suspended, debarred, ineligible, or voluntarily excluded from participation in business transaction with the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.

By signing this Certification, the undersigned, as an authorized representative of the prospective contractor, warrants, represents and certifies that the above statements are true and correct and agrees to comply with the requirements set forth above.

Hahn Equipment Company, INC.	5636 Kansas Street Houston, Texas 77007
Company Name	Address

Bobby Bruce, Account Manager
Names(s) and Title(s) of Authorized Representative(s)

	2025/09/10
Signature(s)	Date

5 Year - Flygt pump repair and replacement
Project Name

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Hahn Equipment Company, INC.

2

☐

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

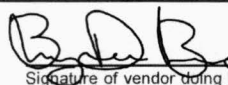
NONE

6

☐

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7



Signature of vendor doing business with the governmental entity

2025/09/10

Date

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

City of Sugar Land Wastewater Lift Station Pump Data

Lift Station Number	ADDRESS	Common Name	MFG	TYPE	SERIAL #	MODEL #	HP	V	AMPS	RPM	PH	Standard Repair Cost-Binned	Standard Repair Cost-Recondition	Expedited Repair - % Increase	Replacement Cost
3	135 LOMBARDY	Venekean	FLVGT	SUB	1140104	NP-3085	3	230	6.6	1800	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
5	610 INDUSTRIAL RD.	Industrial	FLVGT	SUB	1140103	NP-3085	3	230	6.6	1800	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
6	2042 COUNTRY CLUB	Central	FLVGT	SUB	9320263	3152-181-5124	20	460	26.0	1750	3	\$9,951.32	\$6,978.01	20%	\$28,705.96
7	14151 SW FRWY	Nareeb	FLVGT	SUB	04300041	3300-181-2144	60	480	26.0	1750	3	\$27,992.48	\$16,323.92	20%	\$60,029.98
8	15400 SW FRWY	Moody Ramblin	FLVGT	SUB	04300041	3300-181-2144	60	480	26.0	1750	3	\$27,992.48	\$16,323.92	20%	\$60,029.98
10	940 SUGAR LAKES	Kingfisher	FLVGT	SUB	0771517	3127-181-2943	10	230	25.0	1735	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
15	8300 1/2 HWY 90 A	Telephone	FLVGT	SUB	0721092	3127-181-2943	10	230	25.0	1735	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
23	350 PARKLANE	Market Place	FLVGT	SUB	0771517	CP3085.183	3	460	9.0	1800	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
24	402 SAVOY	Savoy	FLVGT	SUB	1650194	CP3085.183	3	460	9.0	1800	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
25	12910 EXECUTIVE	Mazda	FLVGT	SUB	0940745	3127-181-0355 421	10	460/230	13/25	1735	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
26	12777 W. AIRPORT BLVD.	West Airport	FLVGT	SUB	8750575	3102-1808	5	230	13.4	1700	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
27	1211 7th Street	Pine Haven	FLVGT	SUB	1140132	3127-181-0372	7.5	230	7.1	1800	3	\$6,275.02	\$4,076.17	20%	\$16,096.01
30	14335 1/2 WEST AIRPORT	Glen Laurel	FLVGT	SUB	114031	3127-181-0372	7.5	230	7.1	1800	3	\$6,275.02	\$4,076.17	20%	\$16,096.01
31	1441 GILLINGHAM	Gillingham	FLVGT	SUB	8365401	CP3085.181	2.3	230	7.1	1800	1	\$4,258.71	\$2,454.69	20%	\$9,910.34
37	1204 1/2 HORSESHOE	Mayor Duggan	FLVGT	SUB	1340114	3127-181-4361	10	250	25.0	1720	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
38	15595 S.W. FRWY	Home Depot	FLVGT	SUB	1240468	3127-181-1143	10	250	25.0	1720	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
40	1822 FIRST COLONY	Meadow Lake	FLVGT	SUB	0580315	3153-181-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
41	2002 FIRST COLONY	First Colony North	FLVGT	SUB	0580316	3153-181-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
42	823 1/2 NEAL	Neal	FLVGT	SUB	0580215	3153-481-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
43	11425 UNIVERSITY	Char Lake	FLVGT	SUB	9560647	3102-180-0819	5	230	15.0	1715	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
47	11980 1/2 DAIRY ASHFORD	Dairy Ashford	FLVGT	SUB	9560036	3152-181-6276	20	230	51.0	1750	3	\$9,951.32	\$6,978.01	20%	\$28,705.96
51	13530 TELFAIR	Telfair	FLVGT	SUB	9640011	3127-090-6100	7.5	230	19.0	1740	3	\$6,275.02	\$4,076.17	20%	\$17,376.80
53	823 BURNLEY	Hamon/BRA	FLVGT	SUB	0150426	3127-090-6100	7.5	230	19.0	1740	3	\$6,275.02	\$4,076.17	20%	\$17,376.80
55	422 BROOKS	Metairie	FLVGT	SUB	9111202	3068-170-0070	2	230	10.0	3325	1	\$2,871.07	\$1,750.94	20%	\$5,682.77
59	12898 1/2 HIGHWAY 6	Airport Hangers	FLVGT	SUB	9111203	CP 1085.181-1560	3.2	230	9.0	1700	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
60	203 1/2 Stadium Drive	Stadium Dr	FLVGT	SUB	1631348	3126	10	230	26.0	1800	3	NO REPAIRS	OBSELETE	20%	\$17,376.80
61	12425 1/2 Highway 6	Reaway/TxDOT	FLVGT	SUB	033061	3140	15	230	20.0	1750	3	NO REPAIRS	OBSELETE	20%	\$17,376.80
62	15850 1/2 Creek Bend	Creek Bend @ Oyster Crk	FLVGT	SUB	0280055	3068-170-1658	2.7	230	7.5	3315	3	\$2,871.07	\$1,750.94	20%	\$5,682.77
65	137 1/2 Ulrich	Imperial Blvd	FLVGT	SUB	0280056	3102-180-8890 434	3.9	230	16.0	1755	1	\$4,685.21	\$2,631.45	20%	\$11,915.52
			FLVGT	SUB	3102-090-0440.112	3102-090-6070 433	3.9	230	16.0	1755	1	\$4,685.21	\$2,631.45	20%	\$11,915.52
			FLVGT	SUB	3102-090-0440.113	3153-091-0096	3.9	230	16.0	1755	1	\$4,685.21	\$2,631.45	20%	\$11,915.52
			FLVGT	SUB	3153-091-0096	3153-091-0096	20	230	52.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
			FLVGT	SUB	3153-181-0750204	3153-181-2137	20	230	52.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
			FLVGT	SUB	3153-181-0750204	3153-181-2137	20	230	52.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
			FLVGT	SUB	3102-181-0829007	3102-181-6466	5	230	14.0	1745	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
			FLVGT	SUB	3068-890-0660560	3068-890-9193	3.8	230	10.0	3330	3	\$2,871.07	\$1,750.94	20%	\$5,682.77
			FLVGT	SUB	3201/2202 - 641	3201/2202 - 641	50	480	98.0	98.0	3	\$16,816.88	\$11,092.45	20%	\$60,725.48
			FLVGT	SUB	NP-3127	NP-3127	7.5	230	10.0	3330	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
			FLVGT	SUB	3068-890-9193	3068-890-0660560	3.8	230	10.0	3330	3	\$2,871.07	\$1,750.94	20%	\$5,682.77
			FLVGT	SUB	3068-890-9193	3153	15	460	15	460	3	\$8,350.82	\$5,008.14	20%	\$28,743.41
			FLVGT	SUB	3153	3153	15	460	15	460	3	\$8,350.82	\$5,008.14	20%	\$28,743.41

City of Sugar Land Wastewater Lift Station Pump Data

102	2538 PLANTERS ROW	Planters Row (LS 34)	FLVGT	SUB	760423	3085	2.2	230	6.2	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
106	3327 VISTA LAKE	Vista Lake (LS 39)	FLVGT	SUB	760063	3085	2.2	230	6.2	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
110	15503 TRUSLOW	Truslow (LS 35)	FLVGT	SUB	1830044	3085.070-0047	3	230	8.7	1700	3	54,258.71	\$2,454.69	20%	\$9,910.34
111	3703 LOST CREEK	Lost Creek Park (LS 40)	FLVGT	SUB	9530148	3085.182.0021	3	230	8.7	1700	3	54,258.71	\$2,454.69	20%	\$9,910.34
114	3212 SWEETWATER	Little Sweetwater (LS 4)	FLVGT	SUB	9620057	3085.691.0001U	2	230	13.0	3430	1	54,258.71	\$2,454.69	20%	\$9,910.34
116	34410 SETTLERS WAY	Mesquite (LS 6)	FLVGT	SUB	0920002	3170.090-9649.421	25	240	68.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
117	3122 GREAT LAKES	Great Lakes (Lakefield)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
118	16631 LEXINGTON	Lexington AMC (LS 8)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
125	2747 FERRY LANDING	Ferry Landing (LS 5)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
126	4119 KNIGHTSBRIDGE	Knightsbridge (LS 17)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
130	3813 DEER RUN	Ellicott (LS 22)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
131	4645 PALM ROYALE	Palm Royale (LS 23)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
132	4450 ELKINS	Elkins (LS 24)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
133	17445 LEXINGTON	Osborne (LS 25)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
136	2150 DULLES	North Dulles (LS 28)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
137	2850 DULLES	South Dulles (LS 29)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
140	5328 COMMONWEALTH	Commonwealth (LS 30)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
143	18634 1/2 University Blvd	Riverstone Master	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
303	6310 E RIVER PARK DR.	E RiverPark (at Hotel)	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
141	15300 UNIVERSITY BLVD	Memorial Park	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
145	15300 UNIVERSITY BLVD	Memorial - Dog Park	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
146	3232 AUSTIN PARKWAY	First Colony Park	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
150	18355 S.W. Freeway	Festival Site	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
402	4615 Sand Hill Dr	Sand Hill	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
403	1021 Salaria Way	Salaria	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
404	4715 Knights Branch Dr	Knights Branch	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
405	510 Ellis Creek	Ellis Creek	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
500	6825 Greatwood Pkwy	Greatwood Lake	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
501	1210 Garden Brook	Garden Brook	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
502	8006 Greatwood Pkwy	Shadow Bend	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
503	7505 Riverbrook	Riverbrook	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
505	628 Deer Hollow Dr	Deer Hollow	FLVGT	SUB	0920002	3301.095-0012	80	460	108.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73

[illegible]

Machining cost per hour \$ _____

Price mark up or discount for OEM pump parts from published price: (Indicate where published price may be found and verified next to the mark up or discount)

Flygt _____

RESPONDENT'S INFORMATION FORM

FULL LEGAL RESPONDENT/COMPANY NAME: Hahn Equipment Company, INC.

BUSINESS STREET ADDRESS: 5636 Kansas Street

BUSINESS MAILING ADDRESS: 5636 Kansas Street

BUSINESS TELEPHONE NUMBER: 713-868-3255

BUSINESS FAX NUMBER: 713-868-9725

COUNTY: Harris MINORITY OWNED: _____ #OF EMPLOYEES: 29

CORPORATION: X PARTNERSHIP: _____ PROPRIETORSHIP: L.L.C.: L.L.P.:

YEAR EST: 1971 NO. OF YEARS IN BUSINESS: 54 FEDERAL ID NO.: _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: Charles E. Hahn TITLE: President

NAME: Greg A. Hahn TITLE: Corp Secretary

NAME: _____ TITLE: _____

BANK REFERENCE: Stellar Bank

NAME OF BANK OFFICER: Mark Owen

ADDRESS / CITY / STATE / ZIP: 9 Greenway Plaza, Suite 110

Houston, Texas 77046

PHONE NO.: 281-894-3200

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:
 2025-1356782

Date Filed:
 08/29/2025

Date Acknowledged:

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

Hahn Equipment Co., Inc.
 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.

08292025-1
 Pump and controls maintenance and repairs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Jason Van Alstine and my date of birth is [REDACTED]

My address is [REDACTED]
 (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 29TH day of August, 2025
 (month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

Exhibit A-3

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Bobby Bruce, the undersigned representative of
(Person name)

Hahn Equipment Company, INC.

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2271.001, Texas Government Code:

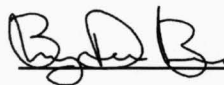
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole-proprietorship.

2025/09/10

DATE

Account Manager

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

Exhibit A-4

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Bobby Bruce, the undersigned representative of
(Person name)

Hahn Equipment Company, INC.
(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2267:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2267.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

2025/09/10
DATE

Account Manager
POSITION / TITLE


SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

Exhibit A-5

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Bobby Bruce, the undersigned representative of

(Person name)

Hahn Equipment Company, INC.,

(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. "Discriminate against a firearm entity or firearm trade association"
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
3. "Firearm entity" means:

- (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
4. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

2025/09/10

DATE

Account Manager

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

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
Faxed to: 281 275-2741**

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 perform 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, reusable 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.

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES**

\$1M and Greater
(Rev. 2-19-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: Bobby Bruce

Date:

Date: 10/02/2025

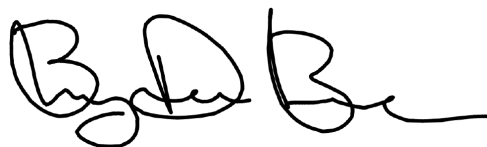
Title:

Title: Account Manager

MATTER NUMBER: 7703M
APPROVED AS TO FORM:



Company: Hahn Equipment Company



II. General Information and Terms.

Contractor's Name and Address: Hahn Equipment Co., Inc.
5636 Kansas
Houston, Texas 77007

Description of Services: On-Call Pump and Motor Repairs (Bid No. 2025-ITB-063)

Maximum Contract Amount: \$200,000 per year (or \$1,000,000 for five years)

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

Termination Date: September 30, 2026, subject to Sec. III.C.

Renewal: This Contract will automatically renew without further documentation or agreement annually for four (4) additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term, subject to Sec. 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)

D. Liability and Indemnity. A provision in the Contractor's Additional Documents 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.

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 the professional skill 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 good 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 good 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 good 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 a contract 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 2274.0102, 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. Preservation and Provision of Contracting Information. The requirements of Subchapter J, Chapter 552, Government Code, apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor 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 City where: (1) the Maximum Contract Amount in Sec. II 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 Contract, 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, Contractor will preserve all contracting information, as defined by Section 552.003 of the Texas Government Code, related to this Contract. Upon receiving a written request from the City, Contractor will promptly provide any contracting information related to this Contract that is in the custody or possession of Contractor. Upon the expiration or termination of this Contract, Contractor will either: (1) provide, at no cost to the City, all contracting information related to this Contract that is in the custody or possession of Contractor; or (2) preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

IV. Additional Terms or Conditions. All terms and conditions of the City of Sugar Land Request for Proposal, Bid No. 2025-ITB-063 are hereby incorporated by reference in this Contract as if set forth herein in full.

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. Contractor's Response, dated September 10, 2025 (16 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



HAHN EQUIPMENT CO., INC.

5636 KANSAS • HOUSTON, TX 77007 •

PHONE # 713-868-3255 • FAX # 868-9725

September 10th, 2025

City of Sugar Land
2700 Town Center Boulevard North
Sugar Land, Texas 77479

Attn: Jason Poscovsky, CPPO, CPPB

RE: BID NO. 2025 - ITB - 063 On-Call Pump and Motor Repairs

Please find attached our offering for the referenced BID.

Hahn Equipment Co., Inc. is the ONLY authorized Flygt distributor for Flygt pumps and parts in SE Texas, and as such are only offering OEM Flygt parts and Flygt authorized motor rewinds with our bid.

Thank you for the opportunity to provide repair services to the City of Sugar Land and we appreciate our long-standing relationship.

Sincerely,


Bobby Bruce
Account Manager

OFFICE 713 868-3255
USA



Xylem Water Solutions U.S.A. Inc
Flygt Products

2310 McDaniel Drive
Carrollton, TX. 77506
Tel 979-841-3415

September 10th, 2025

To: Andy Escamilla
City of Sugar Land
Wastewater Superintendent

To Whom it may concern:

RE; Flygt pumps, Flygt Multismart controllers, Flygt control panels, parts and repair services

Please be advised that Hahn Equipment Company located at 5636 Kansas Houston TX is the only authorized Flygt distributor for the sale of Flygt pumps in SE Texas which includes the Houston Greater Metropolitan area and areas east to the Gulf of Mexico and the Sabine River. This not only includes the Flygt pumps but also Flygt authorized parts and service. Their staff is properly trained to provide you with the best possible service available.

In addition to Hahn Equipment being the sole provider of Flygt pumps, their installation and testing is a critical component to ensuring the equipment functions appropriately under operating conditions in the Lift Station. The installation process utilizes our Flygt authorized parts and Flygt trained service personnel and includes an official start-up to ensure the equipment is functioning correctly and the Flygt warrantee is intact. The start-up consists of testing of the pumps and associated equipment in the field after installation but before being put in continuous service.

These terms of Hahn Equipment distribution contract with Flygt a Xylem brand is an ongoing partnership that has lasted for more than 40 years and is a continuing agreement.

Thank you for your interest in Flygt Products and Services. Please call if we can be of any further help.

Sincerely,

Todd Cranford

Todd Cranford
Xylem Water Solutions U.S.A. Inc
2310 McDaniel Drive
Carrollton, TX. 75006
972-841-3415 Cell

BIDDER CUSTOMER / CLIENT REFERENCES OF SIMILAR
SIZE/SCOPE

1. PROJECT/CONTRACT NAME: City of Houston
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Zina Hussein
CONTACT PHONE NUMBER: 713-542-2724
CONTACT EMAIL ADDRESS: zina.hussein@houstontx.gov
DISPOSITION OR STATUS OF CONTRACT: Active

2. PROJECT/CONTRACT NAME: City of College Station
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Pat Krause
CONTACT PHONE NUMBER: 979-764-3535
CONTACT EMAIL ADDRESS: pkrause@cstx.gov
DISPOSITION OR STATUS OF CONTRACT: Active

3. PROJECT/CONTRACT NAME: City of Deer Park
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Michael DeWeese
CONTACT PHONE NUMBER: 281-831-6147
CONTACT EMAIL ADDRESS: mdeweese@deerparktx.org
DISPOSITION OR STATUS OF CONTRACT: Active

4. PROJECT/CONTRACT NAME: Hays Utility North

DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.

CONTRACT AWARD AMOUNT

CONTACT NAME: Brian Lucas

CONTACT PHONE NUMBER: 936-588-1166

CONTACT EMAIL ADDRESS: BLucas@hayswater.com

DISPOSITION OR STATUS OF CONTRACT: Active

5. PROJECT/CONTRACT NAME: City of LaPorte

DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.

CONTRACT AWARD AMOUNT

CONTACT NAME: Billy Brooks

CONTACT PHONE NUMBER: 281-740-5170

CONTACT EMAIL ADDRESS: brooksb@laportetx.gov

DISPOSITION OR STATUS OF CONTRACT: Active

Certification by Contractor Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

- (a) (1) The prospective contractor certifies, to the best of its knowledge and belief, that:
- (i) The prospective contractor and/or any of its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, in the process of being debarred, declared ineligible, or voluntarily excluded from conducting business with the federal department or agency of the federal government;
 - (b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in subdivision (a)(1)(i)(b) of this certification.
 - (ii) The prospective contractor has not, within a three-year period preceding this certification, had one or more contracts terminated for default or cause by any local, state or federal agency.
- (2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (i.e. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the contract subject to prosecution under section 1001, title 18, United States Code.

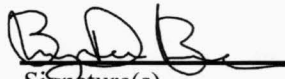
- (b) The prospective contractor must provide immediate written notice to the City of Sugar Land Purchasing Manager if, at any time, the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) This certification is a material representation of fact upon which reliance is placed by the City of Sugar Land in awarding the contract. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.
- (d) Where the prospective contractor is unable to certify to any of the statements in this certification, the prospective contractor must attach an explanation to the Submittal. The certification or explanation will be considered in connection with the determination whether the City of Sugar Land will enter into a contract with the prospective contractor. However, failure of the prospective contractor to furnish a certification or an explanation will disqualify the prospective contractor from participation in the transaction.

- (e) The prospective contractor agrees by submitting this Submittal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Transactions," without modification, in all transactions and solicitations for transactions covered under this Submittal or contract. The prospective contractor agrees by submitting this certification, it will not knowingly enter into any transaction with a person or business entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in business with the federal government, unless authorized by the City of Sugar Land.
- (f) Nothing contained in this certification will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Except for transactions authorized under paragraph (e) of this certification, if the prospective contractor knowingly enters into a transaction with a person or business entity who is suspended, debarred, ineligible, or voluntarily excluded from participation in business transaction with the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.

By signing this Certification, the undersigned, as an authorized representative of the prospective contractor, warrants, represents and certifies that the above statements are true and correct and agrees to comply with the requirements set forth above.

Hahn Equipment Company, INC.	5636 Kansas Street Houston, Texas 77007
Company Name	Address

Bobby Bruce, Account Manager
Names(s) and Title(s) of Authorized Representative(s)

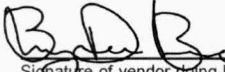
	2025/09/10
Signature(s)	Date

5 Year - Flygt pump repair and replacement
Project Name

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity. Hahn Equipment Company, INC.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. NONE		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7  2025/09/10 Signature of vendor doing business with the governmental entity Date		

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

City of Sugar Land Wastewater Lift Station Pump Data

Lift Station Number	ADDRESS	Common Name	MFG	TYPE	SERIAL #	MODEL #	HP	V	AMPS	RPM	PH	Standard Repair Cost-Binned	Standard Repair Cost-Recondition	Expedited Repair - % Increase	Replacement Cost
3	135 LOMBARDY	Venekean	FLVGT	SUB	1140104	NP-3085	3	230	6.6	1800	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
5	610 INDUSTRIAL RD.	Industrial	FLVGT	SUB	1140103	NP-3085	3	230	6.6	1800	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
6	2042 COUNTRY CLUB	Central	FLVGT	SUB	9320263	3152-181-5124	20	460	26.0	1750	3	\$9,951.32	\$6,978.01	20%	\$28,705.96
7	14151 SW FRWY	Nareeb	FLVGT	SUB	04300041	3300-181-2144	60	480	26.0	1750	3	\$27,992.48	\$16,323.92	20%	\$69,029.98
8	15400 SW FRWY	Moody Ramblin	FLVGT	SUB	04300041	3300-181-2144	60	480	26.0	1750	3	\$27,992.48	\$16,323.92	20%	\$69,029.98
10	940 SUGAR LAKES	Kingfisher	FLVGT	SUB	0771517	3127-181-2943	10	230	25.0	1735	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
15	8300 1/2 HWY 90 A	Telephone	FLVGT	SUB	0721092	3127-181-2943	10	230	25.0	1735	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
23	350 PARKLANE	Market Place	FLVGT	SUB	0771517	3127-181-2943	10	230	25.0	1735	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
24	402 SAVOY	Savoy	FLVGT	SUB	1140132	3127-181-0355 421	5	230	13.4	1700	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
25	12910 EXECUTIVE	Mazda	FLVGT	SUB	1140131	3127-181-0372	7.5	230	7.1	1800	3	\$6,275.02	\$4,076.17	20%	\$16,096.01
26	12777 W. AIRPORT BLVD.	West Airport	FLVGT	SUB	8365401	3127-181-0372	2.3	230	7.1	1800	1	\$4,258.71	\$2,454.69	20%	\$9,910.34
27	1211 7th Street	Pine Haven	FLVGT	SUB	1340114	3127-181-1143	10	250	25.0	1720	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
30	14335 1/2 WEST AIRPORT	Glen Laurel	FLVGT	SUB	1240468	3152-181-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
31	1441 GILLINGHAM	Gillingham	FLVGT	SUB	0580315	3152-181-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
37	1204 1/2 HORSESHOE	Mayor Duggan	FLVGT	SUB	0580316	3152-481-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
38	15595 S.W. FRWY	Home Depot	FLVGT	SUB	0580215	3152-481-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
40	1822 FIRST COLONY	Meadow Lake	FLVGT	SUB	9560647	3102-180-0819	5	230	15.0	1715	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
41	2002 FIRST COLONY	First Colony North	FLVGT	SUB	9560646	3102-180-0819	5	230	15.0	1715	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
42	823 1/2 NEAL	Neal	FLVGT	SUB	9560646	3152-181-6276	20	230	51.0	1750	3	\$9,951.32	\$6,978.01	20%	\$28,705.96
43	11425 UNIVERSITY	Char Lake	FLVGT	SUB	9560646	3152-181-6276	20	230	51.0	1750	3	\$9,951.32	\$6,978.01	20%	\$28,705.96
47	11980 1/2 DAIRY ASHFORD	Dairy Ashford	FLVGT	SUB	0280056	3102-090-6070 433	3.9	230	16.0	1755	1	\$4,685.21	\$2,631.45	20%	\$11,915.52
51	13530 TELFAIR	Telfair	FLVGT	SUB	3102-090-0440 112	3102-090-6070 433	3.9	230	16.0	1755	1	\$4,685.21	\$2,631.45	20%	\$11,915.52
53	823 BURNLEY	Hamon/BRA	FLVGT	SUB	3153-091-0096	3153-091-0096	20	230	52.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
55	422 BROOKS	Metledge	FLVGT	SUB	3153-181-0750204	3153-181-2137	20	230	52.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
59	12898 1/2 HIGHWAY 6	Airport Hangers	FLVGT	SUB	3153-181-0750204	3153-181-2137	20	230	52.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
60	203 1/2 Stadium Drive	Stadium Dr	FLVGT	SUB	3102-181-0829007	3102-181-6466	5	230	14.0	1745	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
61	12425 1/2 Highway 6	Reaway/TxDOT	FLVGT	SUB	3102-181-0829007	3102-181-6466	5	230	14.0	1745	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
62	15850 1/2 Creek Bend	Creek Bend @ Oyster Crk	FLVGT	SUB	3068-890-9193	3068-890-9193	3.8	230	10.0	3330	3	\$2,871.07	\$1,750.94	20%	\$5,682.77
65	137 1/2 Ulrich	Imperial Blvd	FLVGT	SUB	3201/2202 - 641	3201/2202 - 641	50	480	98.0	98.0	3	\$16,816.88	\$11,092.45	20%	\$69,725.48
			FLVGT	SUB	NP-3127	NP-3127	7.5	230	10.0	3330	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
			FLVGT	SUB	3068-890-9193	3068-890-9193	3.8	230	10.0	3330	3	\$2,871.07	\$1,750.94	20%	\$5,682.77
			FLVGT	SUB	3068-890-9193	3068-890-9193	3.8	230	10.0	3330	3	\$2,871.07	\$1,750.94	20%	\$5,682.77
			FLVGT	SUB	3153	3153	15	460	16.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
			FLVGT	SUB	3153	3153	15	460	16.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91

City of Sugar Land Wastewater Lift Station Pump Data

102	2538 PLANTERS ROW	Planters Row (LS 34)	FLVGT	SUB	760423	3085	2.2	230	6.2	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
106	3327 VISTA LAKE	Vista Lake (LS 39)	FLVGT	SUB	760063	3085	2.2	230	6.2	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
110	15503 TRUSLOW	Truslow (LS 35)	FLVGT	SUB	1830044	3085.070-0047	3	230	8.7	1700	3	54,258.71	\$2,454.69	20%	\$9,910.34
111	3703 LOST CREEK	Lost Creek Park (LS 40)	FLVGT	SUB	9530148	3085.182.0021	3	230	8.7	1700	3	54,258.71	\$2,454.69	20%	\$9,910.34
114	3212 SWEETWATER	Little Sweetwater (LS 4)	FLVGT	SUB	9620057	3085.182.0021	2	230	13.0	3430	1	54,258.71	\$2,454.69	20%	\$9,910.34
116	34410 SETTLERS WAY	Mesquite (LS 6)	FLVGT	SUB	0920002	3085.691.0001U	2	230	13.0	3430	1	54,258.71	\$2,454.69	20%	\$9,910.34
117	3122 GREAT LAKES	Great Lakes (Lakefield)	FLVGT	SUB	0920002	3170.090-9649.421	25	240	68.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
118	16631 LEXINGTON	Lexington AMC (LS 8)	FLVGT	SUB	0920002	3170.090-9649.421	25	240	68.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
125	2747 FERRY LANDING	Ferry Landing (LS 5)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
126	4119 KNIGHTSBRIDGE	Knightsbridge (LS 17)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
130	3813 DEER RUN	Ellicott (LS 22)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
131	4645 PALM ROYALE	Palm Royale (LS 23)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
132	4450 ELKINS	Elkins (LS 24)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
133	17445 LEXINGTON	Oxbow (LS 25)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
136	2150 DULLES	North Dulles (LS 28)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
137	2850 DULLES	South Dulles (LS 29)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
140	5328 COMMONWEALTH	Commonwealth (LS 30)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
143	18634 1/2 University Blvd	Riverstone Master	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
303	6310 E RIVER PARK DR.	E RiverPark (at Hotel)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
141	15300 UNIVERSITY BLVD	Memorial Park	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
145	15300 UNIVERSITY BLVD	Memorial - Dog Park	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
146	3232 AUSTIN PARKWAY	First Colony Park	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
150	18355 S.W. Freeway	Festival Site	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
402	4615 Sand Hill Dr	Sand Hill	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
403	1021 Salaria Way	Salaria	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
404	4715 Knights Branch Dr	Knights Branch	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
405	510 Ellis Creek	Ellis Creek	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
500	6825 Greatwood Phwy	Greatwood Lake	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
501	1210 Garden Brook	Garden Brook	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
502	8006 Greatwood Phwy	Shadow Bend	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
503	7505 Riverbrook	Riverbrook	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
505	628 Deer Hollow Dr	Deer Hollow	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34

[illegible]

Machining cost per hour \$ _____

Price mark up or discount for OEM pump parts from published price: (Indicate where published price may be found and verified next to the mark up or discount)

Flygt _____

RESPONDENT'S INFORMATION FORM

FULL LEGAL RESPONDENT/COMPANY NAME: Hahn Equipment Company, INC.

BUSINESS STREET ADDRESS: 5636 Kansas Street

BUSINESS MAILING ADDRESS: 5636 Kansas Street

BUSINESS TELEPHONE NUMBER: 713-868-3255

BUSINESS FAX NUMBER: 713-868-9725

COUNTY: Harris MINORITY OWNED: _____ #OF EMPLOYEES: 29

CORPORATION: X PARTNERSHIP: _____ PROPRIETORSHIP: L.L.C.: L.L.P.:

YEAR EST: 1971 NO. OF YEARS IN BUSINESS: 54 FEDERAL ID NO.: _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: Charles E. Hahn TITLE: President

NAME: Greg A. Hahn TITLE: Corp Secretary

NAME: _____ TITLE: _____

BANK REFERENCE: Stellar Bank

NAME OF BANK OFFICER: Mark Owen

ADDRESS / CITY / STATE / ZIP: 9 Greenway Plaza, Suite 110

Houston, Texas 77046

PHONE NO.: 281-894-3200

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**

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

Hahn Equipment Co., Inc.
Houston , TX United States

Certificate Number:
2025-1356782

Date Filed:
08/29/2025

Date Acknowledged:

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.

08292025-1

Pump and controls maintenance and repairs

[illegible]

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

UNSWORN DECLARATION

My name is Jason Van Alstine, and my date of birth is 07/06/1975

My address is 12618 Opal Valley Tomball TX 77377 Harris

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

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

Executed in Harris County, State of Texas, on the 29TH day of August, 2025.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit A-3

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Bobby Bruce, the undersigned representative of
(Person name)

Hahn Equipment Company, INC.

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2271.001, Texas Government Code:

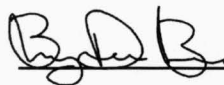
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole-proprietorship.

2025/09/10

DATE

Account Manager

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

Exhibit A-4

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Bobby Bruce, the undersigned representative of
(Person name)

Hahn Equipment Company, INC.
(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2267:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2267.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

2025/09/10
DATE

Account Manager
POSITION / TITLE


SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

Exhibit A-5

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Bobby Bruce, the undersigned representative of

(Person name)

Hahn Equipment Company, INC.,

(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. "Discriminate against a firearm entity or firearm trade association"
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
3. "Firearm entity" means:

- (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
4. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

2025/09/10

DATE

Account Manager

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

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
Faxed to: 281 275-2741**

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

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

X Commercial General Liability:

	<u>X</u> Very High/High Risk	<u> </u> Medium Risk	<u> </u> 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

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

<u>X</u> Very High/ High Risk	<u> </u> Medium Risk	<u> </u> 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

X 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

X 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 perform 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, reusable 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.



HAHN EQUIPMENT CO., INC.

5636 KANSAS • HOUSTON, TX 77007 •
PHONE # 713-868-3255 • FAX # 868-9725

September 10th, 2025

City of Sugar Land
2700 Town Center Boulevard North
Sugar Land, Texas 77479

Attn: Jason Poscovsky, CPPO, CPPB

RE: BID NO. 2025 - ITB - 063 On-Call Pump and Motor Repairs

Please find attached our offering for the referenced BID.

Hahn Equipment Co., Inc. is the ONLY authorized Flygt distributor for Flygt pumps and parts in SE Texas, and as such are only offering OEM Flygt parts and Flygt authorized motor rewinds with our bid.

Thank you for the opportunity to provide repair services to the City of Sugar Land and we appreciate our long-standing relationship.

Sincerely,


Bobby Bruce
Account Manager

OFFICE 713 868-3255
USA

BIDDER CUSTOMER / CLIENT REFERENCES OF SIMILAR
SIZE/SCOPE

1. PROJECT/CONTRACT NAME: City of Houston
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Zina Hussein
CONTACT PHONE NUMBER: 713-542-2724
CONTACT EMAIL ADDRESS: zina.hussein@houstontx.gov
DISPOSITION OR STATUS OF CONTRACT: Active

2. PROJECT/CONTRACT NAME: City of College Station
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Pat Krause
CONTACT PHONE NUMBER: 979-764-3535
CONTACT EMAIL ADDRESS: pkrause@cstx.gov
DISPOSITION OR STATUS OF CONTRACT: Active

3. PROJECT/CONTRACT NAME: City of Deer Park
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Michael DeWeese
CONTACT PHONE NUMBER: 281-831-6147
CONTACT EMAIL ADDRESS: mdeweese@deerparktx.org
DISPOSITION OR STATUS OF CONTRACT: Active

4. PROJECT/CONTRACT NAME: Hays Utility North
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Brian Lucas
CONTACT PHONE NUMBER: 936-588-1166
CONTACT EMAIL ADDRESS: BLucas@hayswater.com
DISPOSITION OR STATUS OF CONTRACT: Active

5. PROJECT/CONTRACT NAME: City of LaPorte
DESCRIPTION OF PROJECT: Repair and replacement of Flygt submersible pumps.
CONTRACT AWARD AMOUNT _____
CONTACT NAME: Billy Brooks
CONTACT PHONE NUMBER: 281-740-5170
CONTACT EMAIL ADDRESS: brooksb@laportetx.gov
DISPOSITION OR STATUS OF CONTRACT: Active

Certification by Contractor Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

- (a) (1) The prospective contractor certifies, to the best of its knowledge and belief, that:
- (i) The prospective contractor and/or any of its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, in the process of being debarred, declared ineligible, or voluntarily excluded from conducting business with the federal department or agency of the federal government;
 - (b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in subdivision (a)(1)(i)(b) of this certification.
 - (ii) The prospective contractor has not, within a three-year period preceding this certification, had one or more contracts terminated for default or cause by any local, state or federal agency.
- (2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (i.e. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the contract subject to prosecution under section 1001, title 18, United States Code.

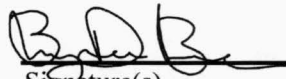
- (b) The prospective contractor must provide immediate written notice to the City of Sugar Land Purchasing Manager if, at any time, the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) This certification is a material representation of fact upon which reliance is placed by the City of Sugar Land in awarding the contract. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.
- (d) Where the prospective contractor is unable to certify to any of the statements in this certification, the prospective contractor must attach an explanation to the Submittal. The certification or explanation will be considered in connection with the determination whether the City of Sugar Land will enter into a contract with the prospective contractor. However, failure of the prospective contractor to furnish a certification or an explanation will disqualify the prospective contractor from participation in the transaction.

- (e) The prospective contractor agrees by submitting this Submittal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Transactions," without modification, in all transactions and solicitations for transactions covered under this Submittal or contract. The prospective contractor agrees by submitting this certification, it will not knowingly enter into any transaction with a person or business entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in business with the federal government, unless authorized by the City of Sugar Land.
- (f) Nothing contained in this certification will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Except for transactions authorized under paragraph (e) of this certification, if the prospective contractor knowingly enters into a transaction with a person or business entity who is suspended, debarred, ineligible, or voluntarily excluded from participation in business transaction with the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.

By signing this Certification, the undersigned, as an authorized representative of the prospective contractor, warrants, represents and certifies that the above statements are true and correct and agrees to comply with the requirements set forth above.

Hahn Equipment Company, INC.	5636 Kansas Street Houston, Texas 77007
Company Name	Address

Bobby Bruce, Account Manager
Names(s) and Title(s) of Authorized Representative(s)

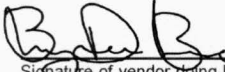
	2025/09/10
Signature(s)	Date

5 Year - Flygt pump repair and replacement
Project Name

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity. Hahn Equipment Company, INC.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. NONE		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7  2025/09/10 Signature of vendor doing business with the governmental entity Date		

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Bobby Bruce, the undersigned representative of
(Person name)

Hahn Equipment Company, INC.

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2271.001, Texas Government Code:

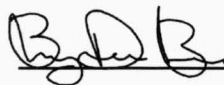
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole-proprietorship.

2025/09/10

DATE

Account Manager

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

City of Sugar Land Wastewater Lift Station Pump Data

Lift Station Number	ADDRESS	Common Name	MFG	TYPE	SERIAL #	MODEL #	HP	V	AMPS	RPM	PH	Standard Repair Cost-Binned	Standard Repair Cost-Recondition	Expedited Repair - % Increase	Replacement Cost
3	135 LOMBARDY	Venekean	FLVGT	SUB	1140104	NP-3085	3	230	6.6	1800	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
5	610 INDUSTRIAL RD.	Industrial	FLVGT	SUB	1140103	NP-3085	3	230	6.6	1800	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
6	2042 COUNTRY CLUB	Central	FLVGT	SUB	9320263	3152-181-5124	20	460	26.0	1750	3	\$9,951.32	\$6,978.01	20%	\$28,705.96
7	14151 SW FRWY	Nareeb	FLVGT	SUB	04300041	3300-181-2144	60	480	26.0	1750	3	\$27,992.48	\$16,323.92	20%	\$60,029.98
8	15400 SW FRWY	Moody Ramblin	FLVGT	SUB	04300041	3300-181-2144	60	480	26.0	1750	3	\$27,992.48	\$16,323.92	20%	\$60,029.98
10	940 SUGAR LAKES	Kingfisher	FLVGT	SUB	0771517	3127-181-2943	10	230	25.0	1735	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
15	8300 1/2 HWY 90 A	Telephone	FLVGT	SUB	0721092	3127-181-2943	10	230	25.0	1735	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
23	350 PARKLANE	Market Place	FLVGT	SUB	0771517	3127-181-2943	10	230	25.0	1735	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
24	402 SAVOY	Savoy	FLVGT	SUB	1140132	3127-181-0355 421	5	230	13.4	1700	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
25	12910 EXECUTIVE	Mazda	FLVGT	SUB	1140131	3127-181-0372	7.5	230	7.1	1800	3	\$6,275.02	\$4,076.17	20%	\$16,096.01
26	12777 W. AIRPORT BLVD.	West Airport	FLVGT	SUB	8365401	CP3085.181	2.3	230	7.1	1800	1	\$4,258.71	\$2,454.69	20%	\$9,910.34
27	1211 7th Street	Pine Haven	FLVGT	SUB	1340114	3127-181-4361	10	250	25.0	1720	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
30	14335 1/2 WEST AIRPORT	Glen Laurel	FLVGT	SUB	1240468	3127-181-1143	10	250	25.0	1720	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
31	1441 GILLINGHAM	Gillingham	FLVGT	SUB	0580315	3153-181-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
37	1204 1/2 HORSESHOE	Mayor Duggan	FLVGT	SUB	0580315	3153-181-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
38	15595 S.W. FRWY	Home Depot	FLVGT	SUB	0580316	3153-181-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
40	1822 FIRST COLONY	Meadow Lake	FLVGT	SUB	0580215	3153-181-0082	15	230	30.0	1750	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
41	2002 FIRST COLONY	First Colony North	FLVGT	SUB	9560647	3102-180-0819	5	230	15.0	1715	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
42	823 1/2 NEAL	Neal	FLVGT	SUB	9560648	3102-180-0819	5	230	15.0	1715	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
43	11425 UNIVERSITY	Char Lake	FLVGT	SUB	9560649	3152-181-6276	20	230	51.0	1750	3	\$9,951.32	\$6,978.01	20%	\$28,705.96
47	11980 1/2 DAIRY ASHFORD	Dairy Ashford	FLVGT	SUB	0280056	3152-181-6276	20	230	51.0	1750	3	\$9,951.32	\$6,978.01	20%	\$28,705.96
51	13530 TELFAIR	Telfair	FLVGT	SUB	3102-090-0440.112	3102-090-6070 433	3.9	230	16.0	1755	1	\$4,685.21	\$2,631.45	20%	\$11,915.52
53	823 BURNLEY	Hamon/BRA	FLVGT	SUB	3102-090-0440.113	3102-090-6070 433	3.9	230	16.0	1755	1	\$4,685.21	\$2,631.45	20%	\$11,915.52
55	422 BROOKS	Metledge	FLVGT	SUB	3153-091-0096	3153-091-0096	20	230	52.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
59	12898 1/2 HIGHWAY 6	Airport Hangers	FLVGT	SUB	3153-181-0750204	3153-181-2137	20	230	52.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
60	203 1/2 Stadium Drive	Stadium Dr	FLVGT	SUB	3153-181-0750204	3153-181-2137	20	230	52.0	1755	3	\$8,350.82	\$5,008.14	20%	\$28,796.91
61	12425 1/2 Highway 6	Reaway/TxDOT	FLVGT	SUB	3102-181-082907	3102-181-6466	5	230	14.0	1745	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
62	15850 1/2 Creek Bend	Creek Bend @ Oyster Crk	FLVGT	SUB	3102-181-082907	3102-181-6466	5	230	14.0	1745	3	\$4,685.21	\$2,631.45	20%	\$11,915.52
65	137 1/2 Ulrich	Imperial Blvd	FLVGT	SUB	3068-890-0660560	3068-890-9193	3.8	230	10.0	3330	3	\$2,871.07	\$1,750.94	20%	\$5,682.77
			FLVGT	SUB	3201/2202 - 641	3201/2202 - 641	50	480	98.0	98.0	3	\$16,816.88	\$11,092.45	20%	\$60,725.48
			FLVGT	SUB	NP-3127	NP-3127	7.5	230	10.0	3330	3	\$6,275.02	\$4,076.17	20%	\$17,362.89
			FLVGT	SUB	3068-890-9193	3068-890-0660560	3.8	230	10.0	3330	3	\$2,871.07	\$1,750.94	20%	\$5,682.77
			FLVGT	SUB	3068-890-9193	3068-890-0660560	3.8	230	10.0	3330	3	\$2,871.07	\$1,750.94	20%	\$5,682.77
			FLVGT	SUB	3153	3153	15	460	15	460	3	\$8,350.82	\$5,008.14	20%	\$28,743.41

City of Sugar Land Wastewater Lift Station Pump Data

102	2538 PLANTERS ROW	Planters Row (LS 34)	FLVGT	SUB	760423	3085	2.2	230	6.2	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
106	3327 VISTA LAKE	Vista Lake (LS 39)	FLVGT	SUB	760063	3085	2.2	230	6.2	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
110	15503 TRUSLOW	Truslow (LS 35)	FLVGT	SUB	1830044	3085.070-0047	3	230	8.7	1700	3	54,258.71	\$2,454.69	20%	\$9,910.34
111	3703 LOST CREEK	Lost Creek Park (LS 40)	FLVGT	SUB	9530148	3085.182.0021	3	230	8.7	1700	3	54,258.71	\$2,454.69	20%	\$9,910.34
114	3212 SWEETWATER	Little Sweetwater (LS 4)	FLVGT	SUB	9620057	3085.182.0021	2	230	13.0	3430	1	54,258.71	\$2,454.69	20%	\$9,910.34
116	34410 SETTLERS WAY	Mesquite (LS 6)	FLVGT	SUB	0920002	3085.691.0001U	2	230	13.0	3430	1	54,258.71	\$2,454.69	20%	\$9,910.34
117	3122 GREAT LAKES	Great Lakes (Lakefield)	FLVGT	SUB	0920002	3170.090-9649.421	25	240	68.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
118	16631 LEXINGTON	Lexington AMC (LS 8)	FLVGT	SUB	0920002	3170.090-9649.421	25	240	68.0	1170	3	515,889.50	\$11,072.73	20%	\$39,417.73
125	2747 FERRY LANDING	Ferry Landing (LS 5)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
126	4119 KNIGHTSBRIDGE	Knightsbridge (LS 17)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
130	3813 DEER RUN	Ellicott (LS 22)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
131	4645 PALM ROYALE	Palm Royale (LS 23)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
132	4450 ELKINS	Elkins (LS 24)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
133	17445 LEXINGTON	Oxbow (LS 25)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
136	2150 DULLES	North Dulles (LS 28)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
137	2850 DULLES	South Dulles (LS 29)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
140	5328 COMMONWEALTH	Commonwealth (LS 30)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
143	18634 1/2 University Blvd	Riverstone Master	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
303	6310 E RIVER PARK DR.	E RiverPark (at Hotel)	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
141	15300 UNIVERSITY BLVD	Memorial Park	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
145	15300 UNIVERSITY BLVD	Memorial - Dog Park	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
146	3232 AUSTIN PARKWAY	First Colony Park	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
150	18355 S.W. Freeway	Festival Site	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
402	4615 Sand Hill Dr	Sand Hill	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
403	1021 Salaria Way	Salaria	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
404	4715 Knights Branch Dr	Knights Branch	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
405	510 Ellis Creek	Ellis Creek	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
500	6825 Greatwood Pkwy	Greatwood Lake	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
501	1210 Garden Brook	Garden Brook	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
502	8006 Greatwood Pkwy	Shadow Bend	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
503	7505 Riverbrook	Riverbrook	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34
505	628 Deer Hollow Dr	Deer Hollow	FLVGT	SUB	940746	3171.095.5140019	10	240	25.0	1800	3	54,258.71	\$2,454.69	20%	\$9,910.34

City of Sugar Land Wastewater Lift Station Pump Data

506	1702 1/2 FM 2759	U-Haul	FLVGT	SUB	9710057	3085.092	3	230	8.7	3	\$4,258.71	\$2,454.69	20%	\$9,910.34
			FLVGT	SUB	76008	3127.09	10	230	25.0	3	\$6,276.02	\$4,076.17	20%	\$17,862.89
508	1650 Wood Dale Dr	Wood Dale	FLVGT	SUB	76007	3127.09	10	230	25.0	3	\$6,276.02	\$4,076.17	20%	\$17,862.89
			FLVGT	SUB		3127.439	10	230		3	\$6,276.02	\$4,076.17	20%	\$17,862.89
510	2650 1/2 Winding Brook East	Lawender Field	FLVGT	SUB		3085.462	3	230		3	\$4,258.71	\$2,454.69	20%	\$9,910.34
			FLVGT	SUB	140159	3085.092	3	230	8.7	3	\$6,276.02	\$4,076.17	20%	\$17,862.89
511	2550 1/2 Winding Brook East	Shadow Lake	FLVGT	SUB		3127.439	7.5	230		3	\$6,276.02	\$4,076.17	20%	\$17,862.89
			FLVGT	SUB		3127.439	7.5	230		3	\$6,276.02	\$4,076.17	20%	\$17,862.89
							7.5	230		3	\$6,276.02	\$4,076.17	20%	\$17,862.89
										TOTAL	\$1,117,623.83	\$710,917.56	20%	\$3,465,894.78

Additional Costs

Mechining cost per hour

Price mark up or discount for OEM pump parts from published price; (Indicate where published price may be found and verified next to the mark up or discount)

FLGT

Sub Contracted repairs

Motor Repair and Rewinding

Mechining Repair

Major Pump Repair

RESPONDENT'S INFORMATION FORM

FULL LEGAL RESPONDENT/COMPANY NAME: Hahn Equipment Company, INC.

BUSINESS STREET ADDRESS: 5636 Kansas Street

BUSINESS MAILING ADDRESS: 5636 Kansas Street

BUSINESS TELEPHONE NUMBER: 713-868-3255

BUSINESS FAX NUMBER: 713-868-9725

COUNTY: Harris MINORITY OWNED: _____ #OF EMPLOYEES: 29

CORPORATION: X PARTNERSHIP: _____ PROPRIETORSHIP: L.L.C.: L.L.P.:

YEAR EST: 1971 NO. OF YEARS IN BUSINESS: 54 FEDERAL ID NO.: _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: Charles E. Hahn TITLE: President

NAME: Greg A. Hahn TITLE: Corp Secretary

NAME: _____ TITLE: _____

BANK REFERENCE: Stellar Bank

NAME OF BANK OFFICER: Mark Owen

ADDRESS / CITY / STATE / ZIP: 9 Greenway Plaza, Suite 110

Houston, Texas 77046

PHONE NO.: 281-894-3200

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Bobby Bruce, the undersigned representative of
(Person name)

Hahn Equipment Company, INC.
(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2267:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2267.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

2025/09/10
DATE

Account Manager
POSITION / TITLE


SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Bobby Bruce, the undersigned representative of

(Person name)

Hahn Equipment Company, INC.,

(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. "Discriminate against a firearm entity or firearm trade association"
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
3. "Firearm entity" means:

(A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

(B) a sport shooting range as defined by Section 250.001, Local Government Code.

4. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

(A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

(B) has two or more firearm entities as members; and

(C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

2025/09/10

DATE

Account Manager

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL



Xylem Water Solutions U.S.A. Inc
Flygt Products

2310 McDaniel Drive
Carrollton, TX. 77506
Tel 979-841-3415

September 10th, 2025

To: Andy Escamilla
City of Sugar Land
Wastewater Superintendent

To Whom it may concern:

RE; Flygt pumps, Flygt Multismart controllers, Flygt control panels, parts and repair services

Please be advised that Hahn Equipment Company located at 5636 Kansas Houston TX is the only authorized Flygt distributor for the sale of Flygt pumps in SE Texas which includes the Houston Greater Metropolitan area and areas east to the Gulf of Mexico and the Sabine River. This not only includes the Flygt pumps but also Flygt authorized parts and service. Their staff is properly trained to provide you with the best possible service available.

In addition to Hahn Equipment being the sole provider of Flygt pumps, their installation and testing is a critical component to ensuring the equipment functions appropriately under operating conditions in the Lift Station. The installation process utilizes our Flygt authorized parts and Flygt trained service personnel and includes an official start-up to ensure the equipment is functioning correctly and the Flygt warrantee is intact. The start-up consists of testing of the pumps and associated equipment in the field after installation but before being put in continuous service.

These terms of Hahn Equipment distribution contract with Flygt a Xylem brand is an ongoing partnership that has lasted for more than 40 years and is a continuing agreement.

Thank you for your interest in Flygt Products and Services. Please call if we can be of any further help.

Sincerely,

Todd Cranford

Todd Cranford
Xylem Water Solutions U.S.A. Inc
2310 McDaniel Drive
Carrollton, TX. 75006
972-841-3415 Cell



INVITATION FOR BID
Solicitation Number 2025-ITB-063
On-Call Pump & Motor Repairs

1. INTRODUCTION

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** and **BID SHEET(S)** are for your convenience in bidding the enclosed referenced **On-Call Pump & Motor Repairs** for City of Sugar Land.

Sealed bids in one (1) original and two (2) copies shall be received on or before:

11:00 am, local time, Thursday, September 25, 2025

Bids must be received in the 1st Floor Receptionist Desk, City Hall, 2700 Town Center Boulevard North, Sugar Land, TX 77479 before opening date and time, submitted in a sealed envelope or container stating on the outside, the Bidder's name, address, ITB number, and due date.

Bids shall be signed by a person having the authority to bind the firm in a contract. All bids shall be signed and dated. Bids that are not signed and dated will be rejected.

Please note that all the bids **must be received at the designated location by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **Thursday, September 25, 2025** at which time the sealed bids will be publicly opened and read. **You are invited to attend.**

Questions regarding this bid must be received by the City of Sugar Land's Purchasing Office no later than 3:00 pm, local time, Thursday, September 18, 2025. **Questions will not be accepted after this time.**

The City of Sugar Land shall provide a Q&A addendum addressing all questions that are received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and placed on the OpenGov Procurement website in the Section entitled, "Addenda." All changes to the Invitation to Bid will also be posted on the same website. Check the website daily for updates. Please direct all questions regarding this bid to:

City of Sugar Land Purchasing
Jason Poscovsky, CPPO, CPPB
E-mail: jposcovsky@sugarlandtx.gov

Contact with any personnel of the City other than Jason Poscovsky, regarding this invitation to bid may be ground for elimination from the selection process.

The City does not assume responsibility for not receiving questions from the Bidder or the Bidders' receipt of any answers, addenda, or amendments placed on that website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF SUGAR LAND STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT THE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS ITB OR BY CONTACTING THE INDIVIDUAL LISTED ABOVE.

2. GENERAL INSTRUCTIONS

The City of Sugar Land will receive sealed bids for: On-Call Pump & Motor Repairs

IT IS UNDERSTOOD that the City Council of the City of Sugar Land reserves the right to reject any or all bids for any or all products and/or services covered in this invitation to bid and to waive informalities of defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Bids must be **signed by a person having the authority to bind the firm in a contract.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sugar Land Purchasing Office should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sugar Land's interpretation shall govern.

TO PROVIDE FOR: the contract commencing on the latest date executed by both parties and continuing until September 30, 2026. The term of each Contract shall automatically renew without further documentation or agreement annually for four additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term.

2.1. DOCUMENTATION

Bidder shall provide with this bid response all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

2.2. DESCRIPTIONS

Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Sugar Land to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them.

2.3. PRICING

Bidders are instructed to bid the unit price on the item(s) specified, and then price options where indicated on tabulation sheet and to extend and show the total where applicable. In case of errors in extension, UNIT prices

shall govern. Prices for all goods and/or services shall be firm for the one-year period and shall be stated on the tabulation sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored. All prices must be in ink.

2.4. FIRM PRICING

Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph, "PRICE ADJUSTMENTS".

2.5. PRICE ADJUSTMENTS

During the term of the awarded contract, the contract price may be adjusted as follows. Provided, however, the Index-Based Adjustments provision is the default adjustment provision. The adjustment provisions are not cumulative. The price adjustments below are subject to the change order limitations in Loc. Gov. Code § 252.048, as well as to the availability of appropriated funds.

- A. Index-Based Adjustments: Prices must be firm for a period of one year from date of contract award. Any request for price adjustment not based on a change in tariffs must be based on the Houston CPI. The price will be increased or decreased based upon the annual percentage change in the Houston CPI. The maximum escalation will not exceed +/- 2.5% for any individual year. The escalation will be determined annually at the renewal date. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.
1. Vendors are required to immediately implement any price decrease or discount increase that may become available. The City of Sugar Land must be notified in writing for updating the contract.
 2. Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.
 3. Upon receipt of such request, the City of Sugar Land reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Sugar Land written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Sugar Land approval and/or cancellation.
 4. If there has been an approved Cost-Based Adjustment due to Tariffs within six (6) months of the renewal date, escalation based on CPI will be unavailable for the renewal term.
 5. Any price escalation based on CPI will result in a corresponding increase to the Baseline Price(s) ("Adjusted Baseline Price(s)").

B. Cost-Based Adjustments due to Tariffs: It is understood and recognized that certain markets providing essential materials for the water parts are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of the awarded contract that may impact price, availability, and delivery time frames (“Potentially Time and Price-Impacted Material(s)”). These fluctuations are due changes in tariffs established by the federal government, which may result in increases or decreases outside the range of the Houston CPI. It is intended that the awarded contract will provide for a fair allocation of the risk of such market conditions between the City and the successful bidder, which will apply only to the Potentially Time and Price-Impacted Materials(s) which are noted as such on the Pricing Form made part of this ITB.

1. **Baseline Price.** The Unit Prices on the submitted Pricing Form will be considered the market prices as of the date of the awarded contract (“Baseline Price(s)”).
2. **Adjustment in Baseline Price.** If during the term of the awarded contract a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either party may notify the other in writing within thirty (30) days from the date the basis for an equitable adjustment to the contract price arises and will provide appropriate documentation substantiating such requested adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted Material: (1) will not include any amount for overhead and profit; and (2) will factor in Adjusted Baseline Price(s).
 - a. In the event of a decrease in the Baseline Price, the contract price will be equitably adjusted to reflect such decrease, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.
 - b. In the event of an increase in the Baseline Price, the contract price will be equitably adjusted to reflect such increase, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline price is given.
 - c. No adjustment will be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the awarded contract prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the successful bidder, its subcontractors, and material suppliers.

2.6. SALES TAX

City of Sugar Land is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

2.7. ADDENDA

Any interpretations, corrections or changes to this Invitation To Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sugar Land Purchasing Office. Addenda will be posted for all who are known to have received a copy of this Invitation To

Bid. Bidders shall acknowledge receipt of all addenda on the Bidders Certification/Addenda Acknowledgement form found in this document.

2.8. LATE BIDS

Bids received in the City after the submission deadline will be considered void and unacceptable. City of Sugar Land is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary's office shall be the official time of receipt.

2.9. ALTERING BIDS

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the bid, guaranteeing authenticity.

2.10. WITHDRAWAL OF BIDS

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice received after the deadline for receiving bids shall not be considered.

2.11. REJECTION OF BIDS

The City Council may choose to reject all bids and not award any contract.

2.12. BID AWARD

The City shall award "all or part" of a contract to the lowest responsive and responsible bidder (s) providing the best value to the City meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids.

In determining the lowest responsive and responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities;
- C. Any other factors that could be material to the bidders ability to comply with the contract.

3. MANDATORY TERMS AND CONDITIONS

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the city based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

3.1. CONFLICTING PROVISIONS

The contract consists only of the city-prepared contract and any additional city or vendor contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city-prepared contract and a document incorporated by reference, the city-prepared contract controls. If a conflict or

inconsistency exists between an additional contract document incorporated by reference, the city's additional contract document take precedence over the contractor's additional contract document.

3.2. PAYMENT PROVISIONS

The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

3.3. MULTIYEAR CONTRACTS

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).

3.4. LIABILITY AND INDEMNITY

Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

3.5. CONFIDENTIALITY

Any provision in the Contract that attempts to prevent the City's disclosure of information 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).

3.6. TAX EXEMPTION

The City is not liable to Vendor for any federal, state, or local taxes for 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). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the contractor.

3.7. 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).

3.8. GOVERNING LAW AND VENUE

Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

4. OTHER TERMS AND CONDITIONS

4.1. REMEDIES

The successful bidder and City of Sugar Land agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

4.2. CONFLICT OF INTEREST

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

4.3. CONFIDENTIALITY

Any provision in the Contract that attempts to prevent the City's disclosure of information 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).

4.4. ETHICS

The Respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Sugar Land. More than one bid on any one contract from a Respondent or individual under different names shall be grounds for rejection of all bids in which the Respondent or individual has an interest. One or all bids will be rejected if there is any reason to believe that collusion exists between Respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Sugar Land, including affiliations and business and financial relationships such persons may have with City of Sugar Land officers.

By doing business or seeking to do business with the City of Sugar Land, including submitting a response to this Invitation to Bid, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire found on the last page of this document must be filled out and turned in with each bid.

4.5. DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL – APPROVED CONTRACTS

Under Section 2252.908 of the Tex Gov't Code - The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed, notarized and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the Commission's website. The Certificate of Interested Persons form is available on the Commission's website at <https://www.ethics.state.tx.us/filinginfo/1295/> and the successful Bidder must follow the Commission's filing process adopted pursuant to the statute. The successful contractor's notarized Certificate of Interested Persons and certification of filing will be attached to the Contract/ Agreement.

4.6. TEXAS GOVERNMENT CODE REQUIRED VERIFICATIONS

A. Pursuant to Section 2271.001 Texas Government Code, bidders must sign and submit a verification stating the company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the Company, business or individual with City of Sugar Land.
 - "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial

relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

- “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

B. Pursuant to Section 2257.002, Texas Government Code:

Bidders must certify under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (A).
- "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

C. Bidders must certify under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

- A. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- B. "Discriminate against a firearm entity or firearm trade association"
 1. means, with respect to the entity or association, to:
 - a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 2. does not include:
 - a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - i. to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - ii. for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- C. "Firearm entity" means:
 1. a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 2. a sport shooting range as defined by Section 250.001, Local Government Code.
- D. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

1. is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
2. has two or more firearm entities as members; and
3. is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

4.7. CONTRACT

City of Sugar Land shall generate a Contract number to the successful bidder. The contract number must appear on all invoices, packing lists and all related correspondence. City of Sugar Land will not be responsible for any orders placed and/or delivered without a valid Contract number.

4.8. DELIVERY

Any delivery and freight charges (FOB City of Sugar Land designated location) are to be included in the bid price.

4.9. PACKING SLIPS

or other suitable shipping documents shall accompany each shipment and shall show:

- A. Vendor company name and address;
- B. Name and address of the City of Sugar Land department the shipment is being made to;
- C. City of Sugar Land purchase order number;
- D. Descriptive information as to the items delivered, including quantity and part numbers.

4.10. INVOICES

Invoices submitted for payment shall be addressed to:

City of Sugar Land
Accounts Payable
P.O. Box 110
Sugar Land, TX 77487

and shall reference the City of Sugar Land approved purchase order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

4.11. QUALITY CONTROL

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time.

Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

4.12. WARRANTY

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

4.13. PATENTS / COPYRIGHTS

The successful bidder agrees to protect City of Sugar Land from claims involving infringements of patents and/or copyrights.

4.14. TERMINATION OF CONTRACT

The City of Sugar Land reserves the right to terminate the contract immediately in the event the successful bidder:

- A. Fails to meet delivery schedules;
- B. Defaults in the payment of any fees;
- C. Otherwise fails to perform in accordance with this contract;
- D. Becomes insolvent and/or files for protection under bankruptcy laws.
- E. Thirty-day written notice by either party.

Such termination is in addition to and not in lieu of any other remedies that City of Sugar Land may have in law or equity. Bidder, in submitting this bid, agrees that City of Sugar Land shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

4.15. NOTICE

Any notice provided by this bid or required by law to be given to the successful bidder by City of Sugar Land shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Sugar Land, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

4.16. ASSIGNMENT

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Sugar Land.

4.17. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Inter-Local Cooperation Agreements with the City of Sugar Land.

5. SPECIFICATIONS**5.1. SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5.2. QUALIFICATIONS

The City owns and maintains approximately 280 submersible sewage pumps ranging from 2 - 115 horsepower and from 110-volt single phase to 480 volt three phase. At the City's Groundwater and Surface Water Treatment Facilities there are an additional 11 submersible pumps ranging from 10 - 115 horsepower at 460 volt three phase, and 40 centrifugal pumps ranging from 15 - 200 horsepower at 460 volt three phase. Refer to the attached inventory list for additional pump information.

The Public Works Department requires a repair contract(s) to be in place for the continued repair of the complete inventory on an as-needed basis. We anticipate that any given year the City will need to repair approximately 10% of its inventory. The attached inventory list is for bidding purposes, and bid evaluation and is not meant to be exclusive. Throughout the course of the contract period, pumps may be added or deleted depending on various circumstances. Pricing for any pump repairs outside of the attached pump list will be done by closest comparison and mutually agreed upon.

Qualifications

- The bidder will need to provide a list of their personnel's certifications and any pump manufacturer's factory repair certifications.
- Provide a list of pump manufacturer's certification to conduct warranty repair.
- The bidder will need to have been in business providing these services for at least five years to area municipalities and provide references.
- The bidder will need to provide a list all subcontractors that make up their repair operations i.e., motor repair and rewinding, machining repair, and pump repair.
- Preferences will be given to bidders who are United Laboratories (UL) certified or Factory Mutual (FM) certified. Provide copies of either or both certifications with the bid form.

5.3. REQUIREMENTS

Bidders must complete pricing information on the attached inventory list as follows.

Standard Repair Costs - Standard prices for each pump listed to include:

- Cost to tear down and inspect.
- A written failure report including cost of labor and materials to repair and the cost to replace.
- Pickup and delivery to 111 Gillingham Lane, Sugar Land, TX 77478.
- A written resolution report including pump performance results after repair (content to be determined after bid is awarded. May include vibration, amps, volts and phase, impeller run-out clearance for rebuilds, etc.).
- Returned pumps clearly tagged with pump identifying information and pump phase.

Standard repair time is four weeks from the time of notification. All repairs are to be completed within Original Equipment Manufacturer (OEM) standards. Standard repairs are as follows:

- Motor Rewind with written Meg ohm test, seal replacement, all o-rings, new bearing(s) and balance, re-potting cable leads or new cable grommet and other incidentals (gaskets, oil, grease, coolant) to make operable, with one-year warranty. All repair parts to be OEM parts. Include pricing on attached list.
- Motor Recondition with written Meg ohm test, seal replacement, all o-rings, new bearing (s) and balance, re-potting cable leads or new cable grommet and other incidentals (gaskets, oil, grease, coolant) to make operable, w/ one-year warranty. All repair parts to be OEM parts. Include pricing on attached list.
- All repaired pumps and motors will be blasted, primed and painted upon completion of repair.
- Repairs over and above the standard repair will have to be authorized and negotiated before work is to begin.

Expedited Repairs - Overtime prices for each pump listed to include the same scope of work as a standard repair (rewind or recondition) but are to be completed within five days from the time of notification, including weekends and holidays. Overtime pricing will be represented as a percent increase of the standard repair costs for each pump. Include percent increase on the attached list.

Replacement Cost - Provide exact replacement cost for each pump unit that includes 30 feet of pump cable, and re-installing the existing mounting bracket.

Bids should also address the bidder's ability to meet the following requirements.

Pump Pickup and Delivery - Pump pickup and delivery will be at 111 Gillingham Lane, Sugar Land, TX 77478. Pump pickups/deliveries will be on a regularly scheduled day of the week. The City will notify the bidder in writing when pumps are ready for pickup and the bidder will provide written notification to the City when pumps are delivered. Pickups/deliveries may not be required every week.

Pump Rental Policy - Indicate if pumps are available for rent during emergency situations and if so provide information on the company's rental policy. Include what size and type pumps are kept in-house for rent and how rental charges are calculated.

Bid Pricing

Each line item price provided should be a standalone price.

5.4. SCHEDULE OF KEY EVENTS

ITB Advertised in Local Paper:	September 10, 2025
ITB Posted to OpenGov Procurement:	September 10, 2025
Questions Deadline:	September 18, 2025, 3:00pm
Questions Answered and Addendum posted:	September 19, 2025, 3:00pm
Bids Due:	September 25, 2025, 11:00am

6. INSURANCE REQUIREMENTS

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.

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.

6.1. 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
Faxed to: 281 275-2741

6.2. Worker's Compensation

Statutory limits, State of TX.

6.3. Employers' Liability

\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

6.4. Commercial General Liability

	Medium Risk
Each Occurrence	\$500,000
Fire Damage	\$100,000
Personal & ADV Injury	\$1,000,000
General Aggregate	\$1,000,000
Products/Compl Op	\$500,000
XCU	\$500,000

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

Medium Risk
Combined Single Limits
\$500,000 Bodily

7. VENDOR RESPONSE CHECKLIST

Sealed bids: one (1) original and two (2) copies shall be received on or before:

11:00 am, local time, Thursday, September 25, 2025

Bids must be received in the 1st Floor Receptionist Desk, City Hall, 2700 Town Center Boulevard North, Sugar Land, TX 77479 before opening date and time, submitted in a sealed envelope or container stating on the outside, the Bidder's name, address, ITB number, and due date.

1. Acknowledgement of City of Sugar Land - Bidder Certification and Addenda Acknowledgement

By selecting "Please confirm", Respondent acknowledges that they have read and understand the Bidder Certification and Addenda Acknowledgement document (attached to this solicitation).

The vendor is required to fill out this document and attach it with their paper response to this bid.

☐ Please confirm

2. Acknowledgement of City of Sugar Land - Tabulation Sheet

By selecting "Please confirm", Respondent acknowledges that they have read and understand the Tabulation Sheet (attached to this solicitation).

The vendor is required to fill out this document and attach it with their paper response to this bid.

☐ Please confirm

3. Acknowledgement of City of Sugar Land - Respondent Information

By selecting "Please confirm", Respondent acknowledges that they have read and understand the Respondent Information document (attached to this solicitation).

The vendor is required to fill out this document and attach it with their paper response to this bid.

☐ Please confirm

4. Acknowledgement of City of Sugar Land - Bidder Customer/Client References

By selecting "Please confirm", Respondent acknowledges that they have read and understand the Bidder Customer/Client References document (attached to this solicitation).

The vendor is required to fill out this document and attach it with their paper response to this bid.

☐ Please confirm

5. Acknowledgement of City of Sugar Land - General Services Contract (Sample)

By selecting "Please confirm", Respondent acknowledges that they have read and understand the General Services Contract (Sample) attached to this solicitation.

☐ Please confirm

6. Acknowledgement of City of Sugar Land - Insurance Requirements

By selecting "Please confirm", Respondent acknowledges they have read and understand the Insurance Requirements (Exhibit B-1) of these specifications and will comply in full if awarded this contract.

☐ Please confirm

7. Acknowledgement of City of Sugar Land - Conflict of Interest Questionnaire (CIQ Form)

By selecting "Please confirm", Respondent acknowledges that they have read and understand the Conflict of Interest Questionnaire document (attached to this solicitation).

The vendor is required to fill out this document and attach it with their paper response to this bid.

☐ Please confirm

8. Acknowledgement of City of Sugar Land - Certification by Contractor Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

By selecting "Please confirm", Respondent acknowledges that they have read and understand the Certification by Contractor Regarding Debarment document (attached to this solicitation).

The vendor is required to fill out this document and attach it with their paper response to this bid.

☐ Please confirm

9. Acknowledgement of City of Sugar Land - House Bill 89 Verification Form

By selecting "Please confirm", Respondent acknowledges that they have read and understand the House Bill 89 Verification Form (attached to this solicitation).

The vendor is required to fill out this document and attach it with their paper response to this bid.

☐ Please confirm

10. Acknowledgement of City of Sugar Land - Senate Bill 13 Verification Form

By selecting "Please confirm", Respondent acknowledges that they have read and understand the Senate Bill 13 Verification Form (attached to this solicitation).

The vendor is required to fill out this document and attach it with their paper response to this bid.

☐ Please confirm

11. Acknowledgement of City of Sugar Land - Senate Bill 19 Verification Form

By selecting "Please confirm", Respondent acknowledges that they have read and understand the Senate Bill 19 Verification Form (attached to this solicitation).

The vendor is required to fill out this document and attach it with their paper response to this bid.

☐ Please confirm

12. Required Forms For Contract Award

12.1. Acknowledgement of City of Sugar Land - Signed Standard Contract for General Services

By selecting "Please confirm", Respondent acknowledges that they will have to provide this signed document if awarded the contract for this solicitation.

☐ Please confirm

12.2. Acknowledgement of City of Sugar Land - Insurance with Separate Policy Endorsements

By selecting "Please confirm", Respondent acknowledges that they will have to provide this document if awarded the contract for this solicitation.

☐ Please confirm

12.3. Acknowledgement of City of Sugar Land - Certificate of Interested Persons with Certification of Filing

By selecting "Please confirm", Respondent acknowledges that they will have to provide this document if awarded the contract for this solicitation.

☐ Please confirm

Attachments:

A - BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

B - RESPONDENT INFORMATION FORM

C - Flygt_Pump_Bid_Information_Spreadsheet_-_FY25_FINAL

E - BIDDER CUSTOMER.CLIENT REFERENCES

F - SAMPLE-CONTRACT FOR GENERAL SERVICES

G - CERTIFICATION BY CONTRACTOR REGARDING DEBARMENT

H - CIQ FORM

K - HOUSE_BILL_89_VERIFICATION

L - SENATE BILL 13 VERIFICATION

M - SENATE BILL 19 VERIFICATION



Xylem Water Solutions U.S.A. Inc
Flygt Products

2310 McDaniel Drive
Carrollton, TX. 77506
Tel 979-841-3415

August 29, 2025

To: Andy Escamilla
City of Sugar Land
Wastewater Superintendent

To Whom it may concern:

RE; Flygt pumps, Flygt Multismart controllers, Flygt control panels, parts and repair services

Please be advised that Hahn Equipment Company located at 5636 Kansas Houston TX is the only authorized Flygt distributor for the sale of Flygt pumps in SE Texas which includes the Houston Greater Metropolitan area and areas east to the Gulf of Mexico and the Sabine River. This not only includes the Flygt pumps but also Flygt authorized parts and service. Their staff is properly trained to provide you with the best possible service available.

In addition to Hahn Equipment being the sole provider of Flygt pumps, their installation and testing is a critical component to ensuring the equipment functions appropriately under operating conditions in the Lift Station. The installation process utilizes our Flygt authorized parts and Flygt trained service personnel and includes an official start-up to ensure the equipment is functioning correctly and the Flygt warrantee is intact. The start-up consists of testing of the pumps and associated equipment in the field after installation but before being put in continuous service.

These terms of Hahn Equipment distribution contract with Flygt a Xylem brand is an ongoing partnership that has lasted for more than 40 years and is a continuing agreement.

Thank you for your interest in Flygt Products and Services. Please call if we can be of any further help.

Sincerely,

Todd Cranford
Todd Cranford
Xylem Water Solutions U.S.A. Inc
2310 McDaniel Drive
Carrollton, TX. 75006
972-841-3415 Cell



City Council Agenda Request November 4, 2025

Agenda Request No: VIII.G.

Agenda of: City Council Meeting

Initiated by: Yomara Frias, Administrative Coordinator

Presented by: Steve Budny, Director of IT, Data, and Security

Responsible Department: Information Technology

Agenda Caption:

CONTRACT WITH SHI GOVERNMENT SOLUTIONS, INC.

Consideration of and action on the authorization of a contract with SHI Government Solutions, Inc. in the amount of \$202,971.97, for the purchase of the hardware and professional services.

Recommended Action:

Authorize the approval of the contract with SHI Government Solutions, Inc. in the amount of \$202,971.97 for the Rubrik backup and recovery platform, and professional service for its deployment.

Executive Summary:

The City of Sugar Land will be purchasing the Rubrik backup and recovery platform as well as professional service from SHI. The Rubrik backup and recovery platform is part of the IT department's disaster recovery roadmap. The platform will allow for much faster data recovery after an incident, shifting recovery times from days to hours. Backups through the Rubrik platform are stored on immutable storage and air gapped from the rest of the data center. Immutable storage can not be tampered with and the air gap means the backups can only be accessed through intentional and secure requests made by City of Sugar Land system administrators. Threat actors typically attempt to compromise backups, making recovery more difficult and increasing the possibility of significant data loss. This solution greatly enhances our recovery capabilities. The Rubrik platform integrates with our current backup and security solutions. In addition to the platform, we are engaging SHI for professional services for the install, configuration and deployment of the platform. SHI is a technology partner that has provided services to the city in a variety of ways, from hardware, licensing and deployment services and is a trusted partner.

A number of similar backup and recovery solutions using immutable storage were extensively reviewed and the Rubrik solution became the preferred choice both in functionality and price. The purchase will be from SHI Government Solutions, Inc., under the cooperative contract of the Texas Department of Information Resources (DIR), Contract #DIR-CPO-5854. The City can

utilize DIR's contracts through our approved inter-local agreement in accordance with Chapter 791 of the Texas Government Code.

The Information Technology Department recommends that the City Council authorize the contract with SHI in the amount of \$202,971.97 for the purchase of the hardware and professional services.

Budget

Expenditure Required: \$202, 971.97

Current Budget: \$202,971.97

Additional Funding: NA

Funding Source: IT Operations Budget

Account Number (ORG-OBJ-Project): 1011155-541055

Attachments

1. Contract
2. Quote

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:

By:

By: Paul Linhardt

Date:

Date: 10/15/2025

Title:

Title: Sr. Lead Contracts Specialist

Company: SHI Government Solutions, Inc.

MATTER NUMBER: 7714M

APPROVED AS TO FORM:

Angela P. ...

DocuSigned by:
Paul Linhardt
F10405B7CFF74D0...

II. General Information and Terms.

Contractor's Name and Address: SHI Government Solutions, Inc.
3828 Pecana Trail
Austin, TX 78749

Description of Services: Rubrik Professional Services System Installation

Maximum Contract Amount: \$202,971.97

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



Pricing Proposal
Quotation #: 26682265
Reference #: **DIR-CPO-5854**
Created On: 9/25/2025
Valid Until: 11/26/2025

TX-City of Sugarland

Steve Budny

2700 Town Center Blvd North
Sugarland, TX 77479
United States
Phone: 2812752212
Fax:
Email: sbudny@sugarlandtx.gov

Client Solutions Manager

Richard Lettiere

3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Rubrik Professional Services, Onsite Installation and Configuration of up to 8 (briks/32 nodes) per site, must be used within 6 months of purchase, prepay Rubrik - Part#: RA-PS-INST-ONST Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Note: DIR-CPO-5854	1	\$7,500.00	\$7,125.00	\$7,125.00
2 Rubrik Foundation Edition; per usable BETB; Premium support; prepay HW: RHA-7412-01 Term: 36 Months Rubrik - Part#: RS-BT-FE-PE-PP Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Note: DIR-CPO-5854	90	\$4,680.00	\$957.82	\$86,203.80
3 Support for R7000-3 hardware, prepay; Premium support HW: RHA-7412-01 Term: 36 Months Rubrik - Part#: RS-HW-SVC-R7K-PE-S3 Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Note: DIR-CPO-5854	1	\$14,940.00	\$13,589.54	\$13,589.54
4 Rubrik Cloud Vault in Azure - Archive Tier Single Zone; per BETB; Premium support; prepay Term: 36 Months Rubrik - Part#: RS-BT-CVA-PE-PP Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Note: DIR-CPO-5854	575	\$135.00	\$107.45	\$61,783.75
5 R7412 Appliance, 4-node, 144TB raw HDD, 30.7TB NVMe, SFP+ NIC RS-BT-FE-PE-PP RS-HW-SVC-R7KPE-S3 Rubrik - Part#: RHA-7412-01 Contract Name: Education Information Technology (I.T.) Products	1	\$36,473.79	\$33,324.34	\$33,324.34

and Related Services
Contract #: DIR-CPO-5854
Note: DIR-CPO-5854

6	Fiber Optic OM3 LC/LC Cable, 3M, pack of 4 Rubrik - Part#: RCA-F3M-CBL-01 Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Note: DIR-CPO-5854	2	\$74.01	\$65.08	\$130.16
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7	10G/1G Dual Rate SFP+ Transceiver, pack of 4 Rubrik - Part#: RCA-SFP-TSR-01 Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Note: DIR-CPO-5854	2	\$463.64	\$407.69	\$815.38
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Subtotal	\$202,971.97
Shipping	\$0.00
Total	\$202,971.97

Additional Comments

Rubrik has a no returns policy.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



City Council Agenda Request November 4, 2025

Agenda Request No: VIII.H.

Agenda of: City Council Meeting

Initiated by: Ryon Bell, Streets and Drainage Manager

Presented by: Ryon Bell, Streets and Drainage Manager

Responsible Department: Public Works

Agenda Caption:

CONTRACT WITH SWEEPING CORPORATION OF AMERICA

Consideration of and action on authorization of a contract with Sweeping Corporation of America, in the amount of \$162,120.00 for street sweeping services, with a renewal for four additional one-year terms for a total contract amount of \$810,600.00.

Recommended Action:

Approve a contract with Sweeping Services of America, in the amount of \$162,120.00 for street sweeping services. The contract shall have four auto-renewable years for a total contract amount of \$810,600.00.

Executive Summary:

As part of the City's Storm Water Management Program, the Public Works Department manages the Street Sweeping Program. The intent of the program is to remove debris from the roadway that would otherwise enter the storm water system. The program provides for monthly street sweeping of high volume roadways and major intersections. In addition, the contract provides for street sweeping services along TxDOT roadways. The contract, however, does not provide for sweeping services for residential streets. There is a total of 442 curb-miles that are covered in the Street Sweeping Program.

Street sweeping is a critical component of the City's stormwater pollution prevention strategy. When debris accumulates on roadways, it can be washed into the storm sewer system during rainfall events, leading to clogged drains, reduced system efficiency, and degraded water quality in local waterways. Common roadway debris such as sediment, trash, leaves, and organic matter can also contribute to increased maintenance needs, localized flooding, and habitat degradation downstream.

The contract establishes a defined route, frequency, and service quality standards to ensure debris is removed efficiently and effectively. This proactive maintenance approach not only reduces the likelihood of drainage blockages but also enhances roadway safety, improves

neighborhood appearance, and demonstrates the City's commitment to maintaining a clean and sustainable community.

An Invitation to Bid was published on August 27, 2025, with proposals due on September 11, 2025, for a sweeping contract. The City received one (1) bid from Sweeping Corporation of America.

Bidding Agency	Date/Time Received	Emergency Cleaning	Street Sweeping
Sweeping Corporation of America LLC	9/10/2025 @9AM	\$3,000.00/year	\$159,120.00/year

This bid was for unit-priced items which allows the city to develop an annual scope of work based on the available budget each fiscal year. Funding of \$162,120.00 is available in the Public Work's Stormwater Operations and Maintenance budget. This allows the department to maximize the budgeted funds to address the highest priority needs to maintain the city's street sweeping at an acceptable level.

In accordance with Policy CO-110 Notification of Construction Impacts and Services Interruptions, the street sweeping services project will have no impacts or interruptions.

The Public Works Department recommends that the City Council approve the street sweeping services contract with Sweeping Corporation of America in the amount of \$162,120.00. The proposed agreement is structured as a one-year agreement with the option to automatically renew for four (4) additional one-year terms, with a total contract amount of \$810,600.00.

Budget

Expenditure Required: \$162,120.00

Current Budget: \$162,120.00

Additional Funding: N/A

Funding Source: Public Works Stormwater Operations and Maintenance Budget

Account Number (ORG-OBJ-Project): 6259160 - 571045

Attachments

1. Contract - Signed
2. HB89 - Signed
3. SB13 - Signed
4. SB19 - Signed
5. Form 1295 - Signed
6. Form 1295 - Signed-Redacted
7. Bid Tab
8. Bid Pricing Form

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
\$100K to \$999,999.99
(Rev. 9-15-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

DocuSigned by:
Larry Grimaldi
AAD85D77658F4CE...

Date:

Date: 10/3/2025

Title:

Title:

Larry Grimaldi
Regional Vice President

Company: Sweeping Corporation of America, LLC

MATTER NUMBER: 7599M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: Sweeping Corporation of America, LLC
4141 Rockside Road, Suite 100
Seven Hills, OH 44131

Description of Services: Street Sweeping Services

Maximum Contract Amount: \$810,600.00 (\$162,120.00/year x 5 years)

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

Termination Date: September 30, 2026.

Renewal: The term of this Contract shall automatically renew without further documentation or agreement annually for four (4) additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term.

Contract Parts: This Contract consists of the following parts:

I. Signatures

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Patrick Bobo, the undersigned representative of
(Person name)

Sweeping Corporation of America, LLC,
(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for- profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority- owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole-proprietorship.

9-3-2025
DATE

Patrick Bobo, Secretary; CLO
POSITION / TITLE


SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR BID

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Patrick Bobo, the undersigned representative of
(Person name)

Sweeping Corporation of America, LLC,
(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2267:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2267.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
(B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

9-3-2025
DATE

Patrick Bobo, Secretary; CLO
POSITION / TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR BID

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Patrick Bobo, the undersigned representative of
(Person name)

Sweeping Corporation of America, LLC,
(Company or Business name)

hereafter referred to as **Company**, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named **Company**, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named **Company**, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. "Discriminate against a firearm entity or firearm trade association"
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
3. "Firearm entity" means:

- (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
- (B) a sport shooting range as defined by Section 250.001, Local Government Code.

4. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

9-3-2025
DATE

Patrick Bobo, Secretary; CLO
POSITION / TITLE


SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR BID

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

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

Sweeping Corporation of America, LLC
Seven Hills, OH United States

Certificate Number:
2025-1364408

Date Filed:
09/17/2025

Date Acknowledged:

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.

2025-ITB-057
City of Sugar Land Monthly Street Sweeping

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SCA Acquisitions, LLC	Seven Hills, OH United States	X	
	Sisler, Jonathan	Seven Hills, OH United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Patrick Bobo, and my date of birth is 10/21/1980.

My address is 4141 Rockside Road, Suite 100, Seven Hills, OH, 44131, USA.
(city) (state) (zip code) (country)

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

Executed in Cuyahoga County, State of Ohio, on the 17 day of Sept., 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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

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

Sweeping Corporation of America, LLC
Seven Hills, OH United States

Certificate Number:
2025-1364408

Date Filed:
09/17/2025

Date Acknowledged:

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.

2025-ITB-057
City of Sugar Land Monthly Street Sweeping

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SCA Acquisitions, LLC	Seven Hills, OH United States	X	
	Sisler, Jonathan	Seven Hills, OH United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Patrick Bobo, and my date of birth is [REDACTED].

My address is [REDACTED]
(city) (state) (zip code) (country)

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

Executed in Cuyahoga County, State of Ohio, on the 17 day of Sept., 2025
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

**City of Sugar Land Bid Opening
2025-ITB-057 City of Sugar Land Monthly Street Sweeping
September 11, 2025; 11:00 AM**

Bids Received

Bidding Agency	Date/Time Received	Emergency Cleaning	Street Sweeping
Sweeping Corporation of America LLC	9/10/2025 @ 9AM	\$3,000/year	\$159,120/ year

**** Information read at the bid opening.**

**** City Staff will review all bids, calculations, and make sure the required forms are in place.**

CITY OF SUGAR LAND

2025-ITB-057

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR BID

CITY OF SUGAR LAND STREET SWEEPING SERVICES
PRICING FORM

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	EMERGENCY CLEANING	20	HOURLY	\$150.00	\$3,000.00/year
2	STREET SWEEPING (PER MONTH)	442	CURB MILES	\$30.00	\$159,120.00/year

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR BID



City Council Agenda Request November 4, 2025

Agenda Request No: VIII.I.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Council and Board

Agenda Caption:

SUGAR LAND 4B CORPORATION APPOINTMENTS

Consideration of and action on the appointment of Alan Goodrich, Sanjay Singhal, and Robert Boettcher as directors for terms expiring September 30, 2027, to the Sugar Land 4B Corporation.

Recommended Action:

Appoint Sugar Land 4B Board Members

Executive Summary:

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 November 4, 2025

Agenda Request No: VIII.J.

Agenda of: City Council Meeting

Initiated by: Natalie Serrano, City Council Liaison

Presented by: Shayla Lee, Director of Strategic & Government Affairs

Responsible Department: Strategic and Government Affairs

Agenda Caption:

Consideration of and action on **CITY OF SUGARLAND RESOLUTION NO. 25-49: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING RESPONSIBILITIES, GUIDELINES, CODE OF CONDUCT, AND PROTOCOLS FOR THE MAYOR, CITY COUNCIL, AND CITY MANAGER; ADOPTING RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS, AND REPEALING RESOLUTION 24-66.**

Recommended Action:

Consideration of and action on Resolution No. 25-49, updating Council Policy No. 3000-17 for responsibilities, guidelines, code of conduct and protocols for the Mayor, City Council, and City Manager, and rules of procedure for City Council meetings ("Council Protocol").

Executive Summary:

During the City Council Fall Retreat in October 2025, the City Council worked together to review and revise Council policy 3000-17, which pertains to the responsibilities, guidelines, code of conduct, and protocols for the Mayor, City Council, and City Manager, and rules of procedure for City Council meetings ("Council Protocol").

The recommended revisions include minor wordsmithing edits and updates to reflect current practices to:

- 1(K) Council Protocol - Protocol 5
- 1(K) Council Protocol - Protocol 7
- 2.1 Rules of Procedure for Council Meetings - Preparation of Agenda
- 2.2 Rules of Procedure for Council Meetings - Consent Agenda and Removal
- 2(A) Council Meetings - Attendance

A red-lined version of all changes is included in this item, in addition to the final resolution.

Staff recommends approval of Resolution No. 25-49 and repealing Resolution No. 24-66.

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. Final - Resolution 25-49_Council Protocol 2025 Update
2. Red-Line Resolution 25-49_Council Protocol 2025 Update 1

RESOLUTION NO. 25-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING RESPONSIBILITIES, GUIDELINES, CODE OF CONDUCT, AND PROTOCOLS FOR THE MAYOR, CITY COUNCIL, AND CITY MANAGER; ADOPTING RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS, AND REPEALING RESOLUTION 24-66.

WHEREAS, the City Council wishes to adopt a policy for responsibilities, guidelines, code of conduct and protocols for the Mayor, City Council, and City Manager, and adopt rules of procedure for City Council meetings; NOW THEREFORE,

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

Section 1. That the City Council adopts the following policy:

**RESPONSIBILITIES, GUIDELINES, CODE OF CONDUCT, AND PROTOCOLS FOR
THE MAYOR, CITY COUNCIL, AND CITY MANAGER; AND RULES OF
PROCEDURE FOR CITY COUNCIL MEETINGS**

PURPOSE OF POLICY

To establish the responsibilities, guidelines, code of conduct and protocols for the Mayor, City Council and City Manager and to adopt Rules of Procedure for City Council Meetings.

SCOPE OF POLICY

**1. RESPONSIBILITIES, GUIDELINES, CODE OF CONDUCT AND PROTOCOLS
FOR THE MAYOR, CITY COUNCIL AND CITY MANAGER**

A. MAYOR-CITY COUNCIL RESPONSIBILITIES

Focus on the Vision for Sugar Land's Future

- Define the preferred future of Sugar Land
- Anticipate opportunities

- Identify and develop partnerships
- Leverage city resources to realize the vision
- Continually review, test, and update the vision

Develop Outcome-Based Goals that Realize the Vision

- Use the vision to determine goals
- Have realistic and forward-thinking goals
- Define measures of success and measure outcomes
- Annually update goals
- Identify and prioritize actions and delegate to City Manager

Anticipate Critical Issues, Work through the Issues

- Bring up critical and tough issues
- Use committees to address issues and provide recommendations
- Use work sessions to address issues, to negotiate, and to build consensus
- Inform and engage the community
- Develop sense of confidence in the city's ability to handle issues

Make Policy Decisions and Provide Clear Direction Based on what is Best for the City of Sugar Land

- Come prepared to meetings
- Balance input with what is "best for city"
- Come to timely closure
- Have clear closure, direction, and expectations
- Support for policies and decisions

Work with the Community to set Direction and Address Citizen Preferences and Concerns

- Appropriately involve residents and businesses in governance
- Seek and use input from others
- Develop a positive working relationship and partnership
- Treat others with trust and respect
- Help the community to understand city decisions, programs and services

Provide Positive Community Leadership

- Have an active presence in the community
- Actively participate in the community
- Listen to the ideas, concerns and desires of others
- Take time to explain decisions and actions
- Develop the next generation of community and civic leaders
- Create a positive atmosphere and motivate community

Provide Proactive Regional and Intergovernmental Leadership

- Be an advocate for Sugar Land
- Actively participate in organizations
- Develop and maintain relationships
- Bring issues and opportunities to the table
- Obtain resources for Sugar Land and a fair share back to citizens
- Work with Fort Bend County and other government entities

Develop City Partners

- Help others to understand issues, actions and the city
- Develop positive working relationships
- Share resources for greater return to the community
- Mobilize others to help realize the city's vision and achieve goals
- Leverage city resources for future return

Employ the City Manager

- Hire the right manager for Sugar Land
- Provide resources to get the job done
- Set the tone for the city guided by the core beliefs
- Compensate for performance
- Delegate through clear expectations and directions

Employ the Municipal Judge and Associate Judges

- Appoint the Judge and Associate Judges
- Provide resources to get the job done
- Evaluate performance of Municipal Court Judge
- Determine compensation

Produce Results

- Monitor performance
- Have knowledge about key issues and current status of actions
- Learn and look for ways to improve
- Celebrate successes
- Recognize others who have contributed to the success

B. MAYOR AND CITY COUNCIL GUIDELINES

- The Council is the “Board of Directors” for the city
- The Council represents the “Stakeholders” of the city

- The Council should follow the adopted protocols
- The Council sets the “tone for city government” by how its business is conducted
- The Council should provide a clear charge and direction to boards and commissions – its partners in governance
- The Council sets the “authority” of the City Manager, both in word and in daily actions (avoiding managing or micromanaging)
- The Council uses council sub-committees, as needed, to address issues and develop options
- The Council uses work sessions to discuss issues in depth, to focus direction for the City Manager and staff, and to refine draft reports and recommendations
- The Council is responsible for realizing the vision, achieving the goals, and producing results that add value to the community

C. MAYOR AND CITY COUNCIL EXPECTATIONS

- Mayor and Council act in an ethical manner
- Mayor and Council are responsible financial stewards of public tax dollars
- Mayor and Council act and make decisions that are in the best interest of the Sugar Land community
- Mayor and Council are knowledgeable and capable
- Mayor and Council are approachable and listen to the Sugar Land community
- Mayor and Council are action-oriented and produce results that contribute to a better Sugar Land community
- Mayor and Council have open, direct communications and provide a unified message to the Sugar Land community
- Mayor and Council respect the majority’s decisions and support those decisions both publicly and privately
- Mayor and Council keep their word and deliver on promises made both by the City and Mayor-City Council
- Mayor and Council work as a team

D. MAYOR EXPECTATIONS

- Serve as the chief spokesperson for the City on major policy issues, council positions and policies, leadership on adopted vision and goals
- Serve as the highest point of elected official contact for economic development initiatives
- Serve as the ambassador for the city organization and the Sugar Land community
- Serve as ceremonial leader (shared with individual Council Members)
- Chair the council meetings
- Facilitate relationship with Council Members and City Manager

- Follow the roles and responsibilities as outlined in the City Emergency Management Plan and other responsibilities as provided by state law
- Represent the city to other local governmental entities
- If the Mayor is unavailable, the Mayor is to ask the Mayor Pro Tem to represent the city
- If the Mayor Pro Tem is unavailable, the Mayor is to ask an individual Council Member of his/her choice to fill in

E. MAYOR PRO TEM EXPECTATIONS

- Stand in and fulfill the role of the Mayor in his/her absence or at his/her request

F. CITY COUNCIL MEMBERS EXPECTATIONS

At Large Council Members

- Represent all residents
- Be responsible for “what is best” for the entire city
- Attend and participate in council meetings and council committee meetings
- Work with and assist district Council Members on district issues as needed
- Balance the city-wide and broad community needs
- Represent the Mayor as a ceremonial representative of the city at his/her request

District Council Members:

- Attend and participate in council meetings and council committee meetings
- Be responsible for “what is best” for the entire city
- Identify and focus on key district issues
- Provide leadership on district issues
- Maintain working relations with district residents
- Serve as liaison with neighborhood and community organizations
- Represent the Mayor as a ceremonial representative of the city at his/her request

G. COUNCIL MEMBERS SERVING AS CITY REPRESENTATIVE TO OUTSIDE ORGANIZATIONS EXPECTATIONS

- Represent the city and the council vision, goals, policy, and direction
- Vote for the city of Sugar Land
- Keep council informed on issues and actions of the other bodies
- Bring issues to Council for discussion and direction

H. CITY MANAGER RESPONSIBILITIES & ACCOUNTABILITIES

Work with Mayor-Council to Focus Vision, Define Goals and Establish Priority Work Program

- Provide advice on vision
- Identify opportunities, anticipate issues
- Use the vision, goals
- Provide alternative solutions
- Balance long-term needs with issues that require quick responses
- Help Mayor and Council to focus on the future

Lead City Organization

- Be responsible for city performance and results
- Create environment consistent with the city's core values
- Set high expectations for city and self
- Lead by example
- Achieve goals while building public confidence
- Evaluate the performance of the city organization

Produce Results by Implementing Council Decisions and Directives

- Develop annual work plan
- Make timely decisions
- Provide clear direction to the organization
- Achieve outcomes aligned with vision, goals, and council decisions
- Provide regular status reports and updates
- Be on time and under budget

Maintain Effective Working and Personal Relations with Mayor and Council

- Work with council to resolve conflicts
- Meet quarterly with Council Members, one-on-one
- Take ideas and determine appropriate action
- Listen to and understand council's message and concerns
- Keep council informed to avoid surprises
- Serve as a sounding board and advisor
- Accept direction from council majority (even if he/she disagrees)

Provide Creative and Innovative Ideas that Become "Best Practices"

- Take an idea and make it better for Sugar Land
- Use experiences to develop ideas
- Look to provide best services at lowest cost
- Have knowledge of best practices used by other cities
- Take reasonable risk, empower others to take risks

- Take problems and develop new solutions
- Explore ways to solve “unsolvable” problems

Represent the City

- Foster a positive image for the city
- Be a regional leader
- Identify opportunities to represent and showcase the city
- Be a city spokesperson on management and operational matters
- Support Mayor and Council regional intergovernmental leadership
- Be a strong advocate for the city’s interests

Develop a “Trailblazing” City Team

- Hire and retain top-quality city staff
- Motivate the city staff
- Provide resources necessary to do the job
- Develop city as an effective team
- Develop employees, managers and future leaders through training and education
- Define the role and expectations for managers and employees
- Share successes with the team – people feeling part of the city team

Provide Community Leadership

- Know the community and identify opportunities for the city
- Actively participate in the community
- Look at the city from the perspective of a citizen
- Be involved in city events and activities
- Serve on boards and participate in community organizations
- Encourage managers and employees to be part of the community

Be a Strategic Thinker and Leader

- Help council work through political minefields
- Develop new ideas and concepts
- Present alternative ways to achieve goals
- Think through actions, how they may impact the city
- Identify potential partners
- Encourage managers to think strategically
- Take actions that follow the strategy

Manage City’s Financial Resources

- Produce a budget that achieves goals
- Mobilize resources

- Leverage city resources
- Be a steward – responsible spender
- Manage bond rating
- Consider implications and impacts when making financial decisions

I. CITY MANAGER GUIDELINES

- The City Manager is the "Chief Executive Officer" for the city
- The City Manager is responsible for the city organization and accountable for the performance of the city organization
- The City Manager is the prime contact point for the Mayor and Council
- The City Manager supports the Mayor and Council in being an effective “Board of Directors”

J. OUR “HOUSE” RULES – CODE OF CONDUCT

- We are courteous
- We are respectful of others
- We are fair
- We act in a professional manner
- We act with kindness
- We treat each other the way we would like to be treated
- We act with dignity
- We are open and honest with each other
- We keep each other informed - no surprises
- We are equal members of our team

K. COUNCIL PROTOCOL

Protocol 1: If you need information:

- Go to the designated Council Liaison for general inquiries
- Citywide emergency and significant event updates will be provided as necessary by the Council Liaison
- News Releases will be provided in advance of being released to the media and public
- The City Manager will provide updates and metrics on a quarterly basis

Protocol 2: If you need research on a topic:

- Go to the City Manager and/or designated Council Liaison

- If the request pertains to a new topic or will require significant staff time, or will change a council policy, then the item will be brought to the full Council or appropriate subcommittee for direction

Protocol 3: If you have an agenda question or have a document and/or information to be shared with the rest of the City Council regarding an agenda item:

- Go to the designated Council Liaison by 8:00 a.m., on the date of the meeting. This allows staff time to address the Council Member's questions and/or requests. The questions and/or requests must pertain to an agenda topic, and any additional information or documents must be approved by the City Manager or designee. If information is relevant to the council meeting discussion, the information will be shared with all members of Council.
- Every effort should be made to communicate your position on an item before it moves forward to final action, such as at a workshop instead of a second reading

Protocol 4: If you are in contact with an employee:

Employee-Initiated:

- Refer employee to the City Manager's Office
- Refer employee to the organization's policy and guidelines
- Council Member should contact the City Manager or the Council Liaison

Events:

- At City events, photos of city staff may be used for social media. Photos of non-public areas at City-sponsored events are not permitted
- Outside of City events, Council members shall not take, post, or share images of city staff without approval

Council-Initiated:

- Avoid management and policy discussions
- Questions and comments may be seen as an order
 - Per Section 2.11 of the City Charter, the city council and its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the council nor its members shall give orders to any such officer or employee, either publicly or privately

Protocol 5: If you have an ethics complaint against the City Manager:

- Talk to the City Manager first; then, if applicable, direct it to the Mayor

- If applicable, Mayor will consult with City Attorney and may place an Executive Session item on future agenda by confirming said item with Office of the City Clerk.
-

Protocol 6: If you have a mobile device:

- Turn off or put on vibrate during meetings
- Avoid text messaging during meetings
- Do not text or message a fellow Council Member during a public meeting. Doing so may give someone the impression that there are deliberations going on outside the public view, which would be a violation of the Open Meetings Act
- For emergency calls during a public meeting, please have the individual call the designated Council Liaison's cell phone and (s)he will notify you of the call
- If you see an individual using their mobile devices and find it disruptive, inform the Mayor. The Mayor will discuss the matter with the individual
- Council members should refrain from utilizing personal mobile devices to discuss city-related business. Personal and city-provided mobile devices are subject to the Public Information Act

Protocol 7: If you are contacted by an external stakeholder:

For all City-related inquiries received from external stakeholders (e.g. residents, business owners, potential vendors, etc.), staff will prepare responses in accordance with the City's customer service policies. Because of this, it is not necessary for Council Members to respond directly to City-related correspondence from individuals external to the organization. The following considerations apply to all City-related correspondence, regardless of the manner in which it is received (e.g. email, postal mail, text message, social media direct message, etc.):

- Council Members should encourage residents to utilize the city's 311 Contact Center through email, web, mobile app, or by phone (sharing both the 311 and 10-digit 281-275-2900 number). This ensures proper tracking of service-related resident comments and concerns and assists in identifying trends. Should the concern be an urgent matter, Council shall direct the concern to the Council Liaison for follow-up
- Council Members should forward correspondence from external stakeholders related to non-service-related inquiries to the Council Liaison for assistance with a staff-prepared response
- When forwarding correspondence, to ensure the highest level of customer service, provide the customer's contact information, the specific location of the issue, and the time of day of the occurrence (if applicable) along with the initial request so that staff may adequately

research the issue. Not providing this information along with the initial request may result in a delayed response time

- In an effort to speak in a unified voice, City-related correspondence that is addressed to more than one Council Member should receive one response that is coordinated by staff. Staff will distribute a copy of the inquiry and the response to all applicable Council Members
- If correspondence is sent to only one Council Member and it is forwarded to staff for assistance, then staff will prepare a response for the Council Member's use
- Any City-related correspondence that is shared with a staff member or more than one Council Member may be shared with the rest of Council at the discretion of the City Manager and/or designee
- Council Members should refrain from "Replying All" when there are multiple members of the Council copied on the email to prevent a violation of the Texas Open Meetings Act
- Council Members should refrain from utilizing their city email and other city resources to conduct personal or non-city related business, to avoid the perception that they are utilizing their position to obtain priority privileges

2. RULES OF PROCEDURE FOR COUNCIL MEETINGS

These rules of procedure for council meetings are general guidelines for conducting council meetings. These rules are not intended to be applied inflexibly in all circumstances, but should be followed to the extent they aid the council in conducting its business in an orderly manner. The council may temporarily modify or suspend these rules in particular cases to expedite its business.

(1) Preparation of Agenda

The City Manager is responsible for preparing the agenda for each Council meeting. Additionally, the City Manager will maintain an internal policy directing the preparation of the supporting documents to be included with each agenda item. Periodically, Council will be provided an opportunity to provide direction regarding additional materials to be included with agenda items to support Council preparation for Council meetings.

The City Manager will consider the timely placement of item(s) to include on the agenda if:

- requested by the Mayor;
- requested by a Council Member and the Mayor approves the request; or
- requested by at least two Council Members and both names appear on the agenda

For items pertaining to City Manager performance, an Executive Session item will be placed on the next available meeting agenda if requested as described in #1-3 above, and the Council Member(s) confirm their request with the office of the City Clerk.

Mayor and Council Members are responsible for meeting the same deadlines as staff for agenda items, materials, and presentations in accordance with the internal agenda policy. The City Manager will work to accommodate agenda item requests based on Council Member or staff availability and agenda capacity.

The Mayor will review the agenda on the Monday of the week prior to the meeting. A copy of the agenda and agenda packet will then be provided to all Council Members on the Tuesday of the week prior to the meeting. A copy of draft workshop PowerPoint presentations will be provided on the Council secure website on the Friday prior to the Council meeting. Prior to posting the agenda, staff will communicate any substantive changes made to the agenda since the draft was provided to the Council.

(2) Consent Agenda and Removal

The City Manager may place items on the consent agenda that are routine and non-controversial and are not likely to require council discussion, including second readings of ordinances. All items placed on the consent agenda may be approved together by one council vote. Before the vote, any Council Member may request an item be removed from the consent agenda for further discussion or clarification. Any item removed will be considered immediately after council action on the remaining consent agenda. Council members should notify the Council Liaison in advance if an item will be pulled from the Consent Agenda. Every effort should be made to communicate the request prior to posting of the agenda.

After reviewing the draft agenda packet, requests should be submitted to the Council Liaison by 10:00 a.m. on the day of agenda posting. This allows the item to be moved to the regular agenda before posting and ensures staff can prepare a brief presentation for the meeting.

If a request is made after the agenda has been posted, it should be submitted to the Council Liaison by 10:00 a.m. on the day of the scheduled meeting. Staff will be made available to answer questions at the meeting, however, a presentation will not be made.

A. COUNCIL MEETINGS

(1) Quorum

Four Council Members are necessary for the transaction of business (Charter Section 2.08).

(2) Attendance

All meetings are held in person at the scheduled date and time. It is strongly encouraged for Council Members to attend all meetings in person whenever possible. If unable to attend in person, it is advised to make yourself available to attend virtually. Any member participating virtually must be able to be seen and heard during the meeting in order to participate in discussion and take action.

(3) Regular Meetings

The council will meet in the Council Chamber in regular session every first and third Tuesday of every month (Charter Section 2.08). If a designated Tuesday is a legal holiday, the council may hold the meeting on another day (Charter Section 2.08). The regular council meetings are held at 5:30 p.m. The council meetings held on the first and third Tuesday are broadcast live on SLTV 16 and the city's website and recorded for future rebroadcasting.

(4) Special Meetings

The Mayor, any four Council Members, or the City Manager may call special council meetings (Charter Section 2.08).

(5) Closed Meetings

The Council may meet in a closed meeting as authorized by state law. Prior to entering into a closed meeting, the Mayor must first announce in an open meeting that a closed meeting will be held and identify the section or sections of the state law under which the closed meeting will be held. The Council may not take any final action, decision or vote on any public business during a closed meeting. The Mayor will prepare a certified agenda, on a form provided by the City Secretary, for each closed meeting and no electronic recording will be made and no minutes taken of a closed meeting. The certified agenda must include: (1) a statement of the subject matter of each deliberation; (2) a record of any further action taken; and (3) an announcement by the Mayor at the beginning and the end of the meeting indicating the date and time. The Mayor will certify that the certified agenda is a true and correct record of the proceedings, including adjournment time.

(6) Notice and Matters Considered

The Council will not discuss or take any action on any matter relating to public business at any Council meeting unless notice of the matter has been posted as required by law. Decisions on matters of a purely administrative nature, such as the appointment of an Ad Hoc Council Subcommittee or placing an item on a future agenda, need not be posted by notice.

(7) Work Sessions (Workshops)

The Council will have work sessions on the fourth Tuesday of every month. Work sessions may be cancelled at the discretion of the City Manager, with concurrence from the Mayor. In addition, work session items will be added to the two regular meetings as needed. The general purpose of the work sessions is to provide information, seek input and/or to discuss concepts or issues in depth.

Work sessions included at the two regular council meetings will be held in the City Council Chamber. These work sessions will be limited to topics that require minimal discussion and are informational in nature; i.e. a final draft or project plan that is to be shared with Council and the public prior to adoption. Work sessions held in the Council Chamber are broadcast live over SLTV16 and the internet.

Work sessions on the fourth Tuesday of every month will be held in the Cane Room, City Council Chamber, or other location, at the discretion of the City Manager, with concurrence from the Mayor. The work session will include initiatives or topics that require in-depth discussion and direction to staff from Council. The fourth Tuesday sessions are open to the public and video recorded, but are not broadcast live.

B. COUNCIL PROCEDURES

(1) Presiding Officer

The Mayor, or Mayor Pro Tem, will serve as presiding officer of all meetings, will control the general order of business at the meeting, and will make appropriate rulings on procedures in accordance with the spirit and intent of these rules. If any Council Member disagrees with the Mayor's ruling on any matter of procedure, the Council Member may appeal the ruling to the council as a whole. If the Mayor and Mayor Pro Tem are unavailable, then the remaining quorum will select a temporary presiding officer for that meeting.

(2) Presentation of Agenda Items

The Mayor will normally call for the items to be considered by the council in the order presented on the agenda unless the order of the agenda is changed as deemed necessary. The appropriate staff person will be called upon to make the presentation.

(3) General Decorum

Council Members will speak only upon being recognized by the Mayor. Council Members will not interrupt one another while speaking except to make a point of order. The Mayor need not recognize any Council Member for a second comment on the subject or amendment until every Council Member wishing to speak has been allowed a first comment.

(4) Council Action

The Council will generally take action on matters in the following manner:

a. Making a Motion

The Council Member proposing any action will make a motion by clearly stating the motion. Any motion may be withdrawn by the mover before it is voted on. The withdrawal is not subject to amendment or require a second or vote. The following is a restatement of how the most common motions apply (or do not apply to) to Council meetings. Unless stated otherwise, each motion requires a second and a vote of four (4) Council Members to pass:

i. Amending a Motion

Any Council Member may move to amend a pending motion. No more than two amendments may be made to a pending motion. The last amendment made will be voted on first.

ii. Postpone to a Certain Date

This motion is used to delay consideration of an item until a specified date – i.e., the next Council meeting, etc.

iii. Postpone Indefinitely

This motion is used to void consideration of an item.

iv. Point of Order

Any Council Member may raise a point of order at any time. A point of order means that the Council Member is asking for a ruling on whether the rules of procedure are being followed. The point of order must first be made to the Mayor for a ruling. The member may appeal the Mayor's ruling to the Council, which may affirm or overrule the Mayor's ruling by a majority vote of the Council Members present. A point of order directed to the Mayor or Council does not require a second and is not subject to amendment.

v. Reconsideration

A Council Member who voted in the majority may move to reconsider an item that Council has voted on. To ensure compliance with state law, the motion and any action thereon must be made immediately after the vote on the matter.

vi. Point of Personal Privilege

A Council Member may raise a point of personal privilege at any time. A point of personal privilege is intended to address matters of comfort. The point of personal privilege should be directed to the Mayor and be decided by the Mayor. It is not up for debate unless the Mayor defers to the Council and it is not subject to amendment.

b. **Seconding a Motion**

All motions must receive a second for action, except for a call for nominations, withdrawing a motion, a request for a roll call vote, and a point of order. If a second is made, the Mayor will state the names of the respective Council Members making and seconding the motion. If a motion does not receive a second, it dies.

c. **Discussion on the Motion**

Council may discuss a pending motion only after the motion has been moved and seconded.

d. **Voting on the Motion**

After discussion, the Mayor or any Council Member may call a vote on the motion (Calling the “Previous Question”). Four affirmative votes are necessary to adopt or take action on any public business (Charter Section 2.08). The vote on all ordinances and resolutions must be taken by the “ayes” and “nays” of the Council Members (Charter Section 2.08). After voting concludes the Mayor will announce the results.

C. PUBLIC HEARINGS

(1) Staff Presentation

Before the Mayor announces the public hearing, the appropriate staff person will be called upon to make a presentation detailing the purpose of the public hearing and providing any relevant information.

(2) Opening of Public Hearing

The Mayor will call the public hearing, announce the purpose of the hearing, and request that all speakers identify themselves and their addresses at the beginning of their presentations.

(3) Speakers

Any person may speak at a public hearing. The City Secretary will provide forms for persons to register to speak prior to the meeting. If a public hearing is required due to an application being submitted to the city, the applicant will have an opportunity to make a presentation at the beginning of the public hearing to present testimony related to the applicant’s request. All other persons registering to speak will be called after the applicant. Others, who wish to speak but have not registered to speak, will be called next.

Persons desiring to be heard will address the Council from the podium. Where there are many speakers or limited time for a public hearing, the Council may vote to limit all speakers to a specified time. If the Council does limit time, a speaker may request, and the Council may vote to grant additional specified time for that speaker.

(4) Time Limit

The applicant will have a maximum of ten (10) minutes to speak in favor of his/her request and all other speakers will have a maximum of three (3) minutes. The Mayor or the Council, by four affirmative votes, reserves the privilege to extend the time limit.

(5) Closing the Public Hearing

After all speakers have had an opportunity to address the Council, the Mayor will announce the close of the public hearing.

D. PUBLIC COMMENTS

(1) In General:

There will be a time designated for the Council to hear from the public at the beginning of each Council meeting on items posted on an open agenda.

If an item on the Council agenda for that meeting provides for a public hearing, the person wishing to make comments on that item will speak at the time of the public hearing.

(2) Speaking on Regular, Consent or Workshop Agenda Items:

A request to be heard regarding an action item(s) that is on the regular or consent agenda must be made to the office of the City Secretary, and may be made in person, by telephone, facsimile, or email provided that the request is received before the scheduled time of the Council session at which public speaking is allowed.

A “request to speak” form provided by the City will contain the citizens’ name, address, telephone number, and subject agenda item(s) number that the speaker wishes to address.

Speakers will address the Council from the podium, must observe the procedure outlined in City Council Policy 3000-10 regarding public comments, and may speak only upon recognition by the Mayor.

In situations where a large number of citizens representing a certain delegation wish to speak, the group will be encouraged to appoint a spokesperson to make comments to the Council.

If a speaker asks a question during the time designated for public comment under this policy, a Council Member may give specific factual information or a recitation of existing policy to the speaker. Any comment or discussion by any Council Member about the subject of the inquiry will only be made at the time the subject is scheduled for consideration on the Council agenda. (Government Code 551.042)

(3) Time Limit:

Each speaker will have three minutes regardless of the number of agenda items to be addressed. The Council, by four affirmative votes, reserves the privilege to extend the time limit.

E. COUNCIL REPORTS

(1) In General:

Mayor and Council Members should limit themselves to mentioning no more than three attended community events from the recent past. No future events need to be mentioned.

Section 2. That Resolution 24-66 is repealed.

APPROVED on _____, 2025

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Mendenhall, City Secretary

RESOLUTION NO. ~~24-66~~25-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING RESPONSIBILITIES, GUIDELINES, CODE OF CONDUCT, AND PROTOCOLS FOR THE MAYOR, CITY COUNCIL, AND CITY MANAGER; ADOPTING RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS, AND REPEALING RESOLUTION ~~24-66,22-15.~~

WHEREAS, the City Council wishes to adopt a policy for responsibilities, guidelines, code of conduct and protocols for the Mayor, City Council, and City Manager, and adopt rules of procedure for City Council meetings; NOW THEREFORE,

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

Section 1. That the City Council adopts the following policy:

**RESPONSIBILITIES, GUIDELINES, CODE OF CONDUCT, AND PROTOCOLS FOR
THE MAYOR, CITY COUNCIL, AND CITY MANAGER; AND RULES OF
PROCEDURE FOR CITY COUNCIL MEETINGS**

PURPOSE OF POLICY

To establish the responsibilities, guidelines, code of conduct and protocols for the Mayor, City Council and City Manager and to adopt Rules of Procedure for City Council Meetings.

SCOPE OF POLICY

**1. RESPONSIBILITIES, GUIDELINES, CODE OF CONDUCT AND PROTOCOLS
FOR THE MAYOR, CITY COUNCIL AND CITY MANAGER**

A. MAYOR-CITY COUNCIL RESPONSIBILITIES

Focus on the Vision for Sugar Land's Future

- Define the preferred future of Sugar Land
- Anticipate opportunities

- Identify and develop partnerships
- Leverage city resources to realize the vision
- Continually review, test, and update the vision

Develop Outcome-Based Goals that Realize the Vision

- Use the vision to determine goals
- Have realistic and forward-thinking goals
- Define measures of success and measure outcomes
- Annually update goals
- Identify and prioritize actions and delegate to City Manager

Anticipate Critical Issues, Work through the Issues

- Bring up critical and tough issues
- Use committees to address issues and provide recommendations
- Use work sessions to address issues, to negotiate, and to build consensus
- Inform and engage the community
- Develop sense of confidence in the city's ability to handle issues

Make Policy Decisions and Provide Clear Direction Based on what is Best for the City of Sugar Land

- Come prepared to meetings
- Balance input with what is "best for city"
- Come to timely closure
- Have clear closure, direction, and expectations
- Support for policies and decisions

Work with the Community to set Direction and Address Citizen Preferences and Concerns

- Appropriately involve residents and businesses in governance
- Seek and use input from others
- Develop a positive working relationship and partnership
- Treat others with trust and respect
- Help the community to understand city decisions, programs and services

Provide Positive Community Leadership

- Have an active presence in the community
- Actively participate in the community
- Listen to the ideas, concerns and desires of others
- Take time to explain decisions and actions
- Develop the next generation of community and civic leaders
- Create a positive atmosphere and motivate community

Provide Proactive Regional and Intergovernmental Leadership

- Be an advocate for Sugar Land
- Actively participate in organizations
- Develop and maintain relationships
- Bring issues and opportunities to the table
- Obtain resources for Sugar Land and a fair share back to citizens
- Work with Fort Bend County and other government entities

Develop City Partners

- Help others to understand issues, actions and the city
- Develop positive working relationships
- Share resources for greater return to the community
- Mobilize others to help realize the city's vision and achieve goals
- Leverage city resources for future return

Employ the City Manager

- Hire the right manager for Sugar Land
- Provide resources to get the job done
- Set the tone for the city guided by the core beliefs
- Compensate for performance
- Delegate through clear expectations and directions

Employ the Municipal Judge and Associate Judges

- Appoint the Judge and Associate Judges
- Provide resources to get the job done
- Evaluate performance of Municipal Court Judge
- Determine compensation

Produce Results

- Monitor performance
- Have knowledge about key issues and current status of actions
- Learn and look for ways to improve
- Celebrate successes
- Recognize others who have contributed to the success

B. MAYOR AND CITY COUNCIL GUIDELINES

- The Council is the “Board of Directors” for the city
- The Council represents the “Stakeholders” of the city

- The Council should follow the adopted protocols
- The Council sets the “tone for city government” by how its business is conducted
- The Council should provide a clear charge and direction to boards and commissions – its partners in governance
- The Council sets the “authority” of the City Manager, both in word and in daily actions (avoiding managing or micromanaging)
- The Council uses council sub-committees, as needed, to address issues and develop options
- The Council uses work sessions to discuss issues in depth, to focus direction for the City Manager and staff, and to refine draft reports and recommendations
- The Council is responsible for realizing the vision, achieving the goals, and producing results that add value to the community

C. MAYOR AND CITY COUNCIL EXPECTATIONS

- Mayor and Council act in an ethical manner
- Mayor and Council are responsible financial stewards of public tax dollars
- Mayor and Council act and make decisions that are in the best interest of the Sugar Land community
- Mayor and Council are knowledgeable and capable
- Mayor and Council are approachable and listen to the Sugar Land community
- Mayor and Council are action-oriented and produce results that contribute to a better Sugar Land community
- Mayor and Council have open, direct communications and provide a unified message to the Sugar Land community
- Mayor and Council respect the majority’s decisions and support those decisions both publicly and privately
- Mayor and Council keep their word and deliver on promises made both by the City and Mayor-City Council
- Mayor and Council work as a team

D. MAYOR EXPECTATIONS

- Serve as the chief spokesperson for the City on major policy issues, council positions and policies, leadership on adopted vision and goals
- Serve as the highest point of elected official contact for economic development initiatives
- Serve as the ambassador for the city organization and the Sugar Land community
- Serve as ceremonial leader (shared with individual Council Members)
- Chair the council meetings
- Facilitate relationship with Council Members and City Manager

- Follow the roles and responsibilities as outlined in the City Emergency Management Plan and other responsibilities as provided by state law
- Represent the city to other local governmental entities
- If the Mayor is unavailable, the Mayor is to ask the Mayor Pro Tem to represent the city
- If the Mayor Pro Tem is unavailable, the Mayor is to ask an individual Council Member of his/her choice to fill in

E. MAYOR PRO TEM EXPECTATIONS

- Stand in and fulfill the role of the Mayor in his/her absence or at his/her request

F. CITY COUNCIL MEMBERS EXPECTATIONS

At Large Council Members

- Represent all residents
- Be responsible for “what is best” for the entire city
- Attend and participate in council meetings and council committee meetings
- Work with and assist district Council Members on district issues as needed
- Balance the city-wide and broad community needs
- Represent the Mayor as a ceremonial representative of the city at his/her request

District Council Members:

- Attend and participate in council meetings and council committee meetings
- Be responsible for “what is best” for the entire city
- Identify and focus on key district issues
- Provide leadership on district issues
- Maintain working relations with district residents
- Serve as liaison with neighborhood and community organizations
- Represent the Mayor as a ceremonial representative of the city at his/her request

G. COUNCIL MEMBERS SERVING AS CITY REPRESENTATIVE TO OUTSIDE ORGANIZATIONS EXPECTATIONS

- Represent the city and the council vision, goals, policy, and direction
- Vote for the city of Sugar Land
- Keep council informed on issues and actions of the other bodies
- Bring issues to Council for discussion and direction

H. CITY MANAGER RESPONSIBILITIES & ACCOUNTABILITIES

Work with Mayor-Council to Focus Vision, Define Goals and Establish Priority Work Program

- Provide advice on vision
- Identify opportunities, anticipate issues
- Use the vision, goals
- Provide alternative solutions
- Balance long-term needs with issues that require quick responses
- Help Mayor and Council to focus on the future

Lead City Organization

- Be responsible for city performance and results
- Create environment consistent with the city's core values
- Set high expectations for city and self
- Lead by example
- Achieve goals while building public confidence
- Evaluate the performance of the city organization

Produce Results by Implementing Council Decisions and Directives

- Develop annual work plan
- Make timely decisions
- Provide clear direction to the organization
- Achieve outcomes aligned with vision, goals, and council decisions
- Provide regular status reports and updates
- Be on time and under budget

Maintain Effective Working and Personal Relations with Mayor and Council

- Work with council to resolve conflicts
- Meet quarterly with Council Members, one-on-one
- Take ideas and determine appropriate action
- Listen to and understand council's message and concerns
- Keep council informed to avoid surprises
- Serve as a sounding board and advisor
- Accept direction from council majority (even if he/she disagrees)

Provide Creative and Innovative Ideas that Become "Best Practices"

- Take an idea and make it better for Sugar Land
- Use experiences to develop ideas
- Look to provide best services at lowest cost
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- Motivate the city staff
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- Actively participate in the community
- Look at the city from the perspective of a citizen
- Be involved in city events and activities
- Serve on boards and participate in community organizations
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Be a Strategic Thinker and Leader

- Help council work through political minefields
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- The City Manager is the "Chief Executive Officer" for the city
- The City Manager is responsible for the city organization and accountable for the performance of the city organization
- The City Manager is the prime contact point for the Mayor and Council
- The City Manager supports the Mayor and Council in being an effective “Board of Directors”

J. OUR “HOUSE” RULES – CODE OF CONDUCT

- We are courteous
- We are respectful of others
- We are fair
- We act in a professional manner
- We act with kindness
- We treat each other the way we would like to be treated
- We act with dignity
- We are open and honest with each other
- We keep each other informed - no surprises
- We are equal members of our team

K. COUNCIL PROTOCOL

Protocol 1: If you need information:

- Go to the designated Council Liaison for general inquiries
- Citywide emergency and significant event updates will be provided as necessary by the Council Liaison
- News Releases will be provided in advance of being released to the media and public
- The City Manager will provide updates and metrics on a quarterly basis

Protocol 2: If you need research on a topic:

- Go to the City Manager and/or designated Council Liaison

- If the request pertains to a new topic or will require significant staff time, or will change a council policy, then the item will be brought to the full Council or appropriate subcommittee for direction

Protocol 3: If you have an agenda question or have a document and/or information to be shared with the rest of the City Council regarding an agenda item:

- Go to the designated Council Liaison by 8:00 a.m., on the date of the meeting. This allows staff time to address the Council Member's questions and/or requests. The questions and/or requests must pertain to an agenda topic, and any additional information or documents must be approved by the City Manager or designee. If information is relevant to the council meeting discussion, the information will be shared with all members of Council.
- Every effort should be made to communicate your position on an item before it moves forward to final action, such as at a workshop instead of a second reading

Protocol 4: If you are in contact with an employee:

Employee-Initiated:

- Refer employee to the City Manager's Office
- Refer employee to the organization's policy and guidelines
- Council Member should contact the City Manager or the Council Liaison

Events:

- At City events, photos of city staff may be used for social media. Photos of non-public areas at City-sponsored events are not permitted
- Outside of City events, Council members shall not take, post, or share images of city staff without approval

Council-Initiated:

- Avoid management and policy discussions
- Questions and comments may be seen as an order
 - Per Section 2.11 of the City Charter, the city council and its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the council nor its members shall give orders to any such officer or employee, either publicly or privately

Protocol 5: If you have an ethics complaint against the City Manager:

- Talk to the City Manager first; then, if applicable, direct it to the Mayor

- If applicable, Mayor will consult with City Attorney and may place an Executive Session item on future agenda by confirming said item with Office of the City Clerk.
- ~~may place an Executive Session item on a future agenda by confirming said item with the office of the City Secretary~~

Protocol 6: If you have a mobile device:

- Turn off or put on vibrate during meetings
- Avoid text messaging during meetings
- Do not text or message a fellow Council Member during a public meeting. Doing so may give someone the impression that there are deliberations going on outside the public view, which would be a violation of the Open Meetings Act
- For emergency calls during a public meeting, please have the individual call the designated Council Liaison's cell phone and (s)he will notify you of the call
- If you see an individual using their mobile devices and find it disruptive, inform the Mayor. The Mayor will discuss the matter with the individual
- Council members should refrain from utilizing personal mobile devices to discuss city-related business. Personal and city-provided mobile devices are subject to the Public Information Act

Protocol 7: If you are contacted by an external stakeholder:

For all City-related inquiries received from external stakeholders (e.g. residents, business owners, potential vendors, etc.), staff will prepare responses in accordance with the City's customer service policies. Because of this, it is not necessary for Council Members to respond directly to City-related correspondence from individuals external to the organization. The following considerations apply to all City-related correspondence, regardless of the manner in which it is received (e.g. email, postal mail, text message, social media direct message, etc.):

- Council Members should encourage residents to utilize the city's 311 Contact Center through email, web, mobile app, or by phone (sharing both the 311 and 10-digit 281-275-2900 number). This ensures proper tracking of service-related resident comments and concerns and assists in identifying trends. Should the concern be an urgent matter, Council shall direct the concern to the Council Liaison for follow-up
- Council Members should forward correspondence from external stakeholders related to non-service-related inquiries to the Council Liaison for assistance with a staff-prepared response
- When forwarding correspondence, to ensure the highest level of customer service, provide the customer's contact information, the specific location of the issue, and the time of day of the occurrence (if applicable) along with the initial request so that staff may adequately

research the issue. Not providing this information along with the initial request may result in a delayed response time

- In an effort to speak in a unified voice, City-related correspondence that is addressed to more than one Council Member should receive one response that is coordinated by staff. Staff will distribute a copy of the inquiry and the response to all applicable Council Members
- If correspondence is sent to only one Council Member and it is forwarded to staff for assistance, then staff will prepare a response for the Council Member's use
- Any City-related correspondence that is shared with a staff member or more than one Council Member may be shared with the rest of Council at the discretion of the City Manager and/or designee
- Council Members should refrain from "Replying All" when there are multiple members of the Council copied on the email to prevent a violation of the Texas Open Meetings Act
- Council Members should refrain from utilizing their city email and other city resources to conduct personal or non-city related business, to avoid the perception that they are utilizing their position to obtain priority privileges

2. RULES OF PROCEDURE FOR COUNCIL MEETINGS

These rules of procedure for council meetings are general guidelines for conducting council meetings. These rules are not intended to be applied inflexibly in all circumstances, but should be followed to the extent they aid the council in conducting its business in an orderly manner. The council may temporarily modify or suspend these rules in particular cases to expedite its business.

(1) Preparation of Agenda

The City Manager is responsible for preparing the agenda for each Council meeting. Additionally, the City Manager will maintain an internal policy directing the preparation of the supporting documents to be included with each agenda item. Periodically, Council will be provided an opportunity to provide direction regarding additional materials to be included with agenda items to support Council preparation for Council meetings.

The City Manager will consider the ~~timelying and~~ placement of item(s) to include on the agenda if:

- requested by the Mayor;
- requested by a Council Member and the Mayor approves the request; or
- requested by at least two Council Members and both names appear on the agenda

For items pertaining to City Manager performance, an Executive Session item will be placed on the next available meeting agenda if requested as described in #1-3 above, and the Council Member(s) confirm their request with the office of the City ~~Clerk~~Secretary.

Mayor and Council Members are responsible for meeting the same deadlines as staff for agenda items, materials, and presentations in accordance with the internal agenda policy. The City Manager will work to accommodate agenda item requests based on Council Member or staff availability and agenda capacity.

The Mayor will review the agenda on ~~Wednesday~~ the Monday of the week prior to the meeting. A copy of the agenda and agenda packet will then be provided to all Council Members on ~~the Tuesday~~ Thursday of the week prior to the meeting. A copy of draft workshop PowerPoint presentations will be provided on the Council secure website on the Friday prior to the Council meeting. Prior to posting the agenda, staff will communicate any substantive changes made to the agenda since the draft was provided to the Council.

(2) Consent Agenda and Removal

The City Manager may place items on the consent agenda that are routine and non-controversial and are not likely to require council discussion, including second readings of ordinances. All items placed on the consent agenda may be approved together by one council vote. Before the ~~council votes~~, any Council Member may, ~~by request, have request~~ an item be removed from the consent agenda for further discussion or clarification. Any item removed ~~from the consent agenda~~ will be considered immediately after council action on the remaining consent agenda. Council members ~~should all let~~ notify the Council Liaison ~~know~~ in advance if an item will be pulled from the Consent Agenda. Every effort should be made to communicate the request prior to posting of the agenda.

After reviewing the draft agenda packet, requests should be submitted to the Council Liaison by 10:00 a.m. on the day of agenda posting. This allows the item to be moved to the regular agenda before posting and ensures staff can prepare a brief presentation for the meeting.

If a request is made after the agenda has been posted, it should be submitted to the Council Liaison by 10:00 a.m. on the day of the scheduled meeting. Staff will be made available to answer questions at the meeting, however, a presentation will not be made.

A. COUNCIL MEETINGS

(1) Quorum

Four Council Members are necessary for the transaction of business (Charter Section 2.08).

(2) Attendance

All meetings are held in person at the scheduled date and time. It is strongly encouraged for Council Members to attend all meetings in person whenever possible. If unable to attend in person, it is advised to make yourself available to attend virtually. Any member participating virtually must be able to be seen and heard during the meeting in order to participate in discussion and take action.

~~(2)~~(3) Regular Meetings

The council will meet in the Council Chamber in regular session every first and third Tuesday of every month (Charter Section 2.08). If a designated Tuesday is a legal holiday, the council may hold the meeting on another day (Charter Section 2.08). The regular council meetings are held at 5:30 p.m. The council meetings held on the first and third Tuesday are broadcast live on SLTV 16 and the city's website and recorded for future rebroadcasting.

~~(3)~~(4) Special Meetings

The Mayor, any four Council Members, or the City Manager may call special council meetings (Charter Section 2.08).

~~(4)~~(5) Closed Meetings

The Council may meet in a closed meeting as authorized by state law. Prior to entering into a closed meeting, the Mayor must first announce in an open meeting that a closed meeting will be held and identify the section or sections of the state law under which the closed meeting will be held. The Council may not take any final action, decision or vote on any public business during a closed meeting. The Mayor will prepare a certified agenda, on a form provided by the City Secretary, for each closed meeting and no electronic recording will be made and no minutes taken of a closed meeting. The certified agenda must include: (1) a statement of the subject matter of each deliberation; (2) a record of any further action taken; and (3) an announcement by the Mayor at the beginning and the end of the meeting indicating the date and time. The Mayor will certify that the certified agenda is a true and correct record of the proceedings, including adjournment time.

~~(5)~~(6) Notice and Matters Considered

The Council will not discuss or take any action on any matter relating to public business at any Council meeting unless notice of the matter has been posted as required by law. Decisions on matters of a purely administrative nature, such as the appointment of an Ad Hoc Council Subcommittee or placing an item on a future agenda, need not be posted by notice.

~~(6)~~(7) Work Sessions (Workshops)

The Council will have work sessions on the fourth Tuesday of every month. Work sessions may be cancelled at the discretion of the City Manager, with concurrence from the Mayor. In addition, work session items will be added to the two regular meetings as needed. The general purpose of the work sessions is to provide information, seek input and/or to discuss concepts or issues in depth.

Work sessions included at the two regular council meetings will be held in the City Council Chamber. These work sessions will be limited to topics that require minimal discussion and are informational in nature; i.e. a final draft or project plan that is to be shared with Council and the public prior to adoption. Work sessions held in the Council Chamber are broadcast live over SLTV16 and the internet.

Work sessions on the fourth Tuesday of every month will be held in the Cane Room, City Council Chamber, or other location, at the discretion of the City Manager, with concurrence from the Mayor. The work session will include initiatives or topics that require in-depth discussion and direction to staff from Council. The fourth Tuesday sessions are open to the public and video recorded, but are not broadcast live.

B. COUNCIL PROCEDURES

(1) Presiding Officer

The Mayor, or Mayor Pro Tem, will serve as presiding officer of all meetings, will control the general order of business at the meeting, and will make appropriate rulings on procedures in accordance with the spirit and intent of these rules. If any Council Member disagrees with the Mayor's ruling on any matter of procedure, the Council Member may appeal the ruling to the council as a whole. If the Mayor and Mayor Pro Tem are unavailable, then the remaining quorum will select a temporary presiding officer for that meeting.

(2) Presentation of Agenda Items

The Mayor will normally call for the items to be considered by the council in the order presented on the agenda unless the order of the agenda is changed as deemed necessary. The appropriate staff person will be called upon to make the presentation.

(3) General Decorum

Council Members will speak only upon being recognized by the Mayor. Council Members will not interrupt one another while speaking except to make a point of order. The Mayor need not recognize any Council Member for a second comment on the subject or amendment until every Council Member wishing to speak has been allowed a first comment.

(4) Council Action

The Council will generally take action on matters in the following manner:

a. Making a Motion

The Council Member proposing any action will make a motion by clearly stating the motion. Any motion may be withdrawn by the mover before it is voted on. The withdrawal is not subject to amendment or require a second or vote. The following is a restatement of how the most common motions apply (or do not apply to) to Council meetings. Unless stated otherwise, each motion requires a second and a vote of four (4) Council Members to pass:

i. Amending a Motion

Any Council Member may move to amend a pending motion. No more than two amendments may be made to a pending motion. The last amendment made will be voted on first.

ii. Postpone to a Certain Date

This motion is used to delay consideration of an item until a specified date – i.e., the next Council meeting, etc.

iii. Postpone Indefinitely

This motion is used to void consideration of an item.

iv. Point of Order

Any Council Member may raise a point of order at any time. A point of order means that the Council Member is asking for a ruling on whether the rules of procedure are being followed. The point of order must first be made to the Mayor for a ruling. The member may appeal the Mayor's ruling to the Council, which may affirm or overrule the Mayor's ruling by a majority vote of the Council Members present. A point of order directed to the Mayor or Council does not require a second and is not subject to amendment.

v. Reconsideration

A Council Member who voted in the majority may move to reconsider an item that Council has voted on. To ensure compliance with state law, the motion and any action thereon must be made immediately after the vote on the matter.

vi. Point of Personal Privilege

A Council Member may raise a point of personal privilege at any time. A point of personal privilege is intended to address matters of comfort. The point of personal privilege should be directed to the Mayor and be decided by the Mayor. It is not up for debate unless the Mayor defers to the Council and it is not subject to amendment.

b. **Seconding a Motion**

All motions must receive a second for action, except for a call for nominations, withdrawing a motion, a request for a roll call vote, and a point of order. If a second is made, the Mayor will state the names of the respective Council Members making and seconding the motion. If a motion does not receive a second, it dies.

c. **Discussion on the Motion**

Council may discuss a pending motion only after the motion has been moved and seconded.

d. **Voting on the Motion**

After discussion, the Mayor or any Council Member may call a vote on the motion (Calling the “Previous Question”). Four affirmative votes are necessary to adopt or take action on any public business (Charter Section 2.08). The vote on all ordinances and resolutions must be taken by the “ayes” and “nays” of the Council Members (Charter Section 2.08). After voting concludes the Mayor will announce the results.

C. PUBLIC HEARINGS

(1) **Staff Presentation**

Before the Mayor announces the public hearing, the appropriate staff person will be called upon to make a presentation detailing the purpose of the public hearing and providing any relevant information.

(2) **Opening of Public Hearing**

The Mayor will call the public hearing, announce the purpose of the hearing, and request that all speakers identify themselves and their addresses at the beginning of their presentations.

(3) **Speakers**

Any person may speak at a public hearing. The City Secretary will provide forms for persons to register to speak prior to the meeting. If a public hearing is required due to an application being submitted to the city, the applicant will have an opportunity to make a presentation at the beginning of the public hearing to present testimony related to the applicant’s request. All other persons registering to speak will be called after the applicant. Others, who wish to speak but have not registered to speak, will be called next.

Persons desiring to be heard will address the Council from the podium. Where there are many speakers or limited time for a public hearing, the Council may vote to limit all speakers to a specified time. If the Council does limit time, a speaker may request, and the Council may vote to grant additional specified time for that speaker.

(4) Time Limit

The applicant will have a maximum of ten (10) minutes to speak in favor of his/her request and all other speakers will have a maximum of three (3) minutes. The Mayor or the Council, by four affirmative votes, reserves the privilege to extend the time limit.

(5) Closing the Public Hearing

After all speakers have had an opportunity to address the Council, the Mayor will announce the close of the public hearing.

D. PUBLIC COMMENTS

(1) In General:

There will be a time designated for the Council to hear from the public at the beginning of each Council meeting on items posted on an open agenda.

If an item on the Council agenda for that meeting provides for a public hearing, the person wishing to make comments on that item will speak at the time of the public hearing.

(2) Speaking on Regular, Consent or Workshop Agenda Items:

A request to be heard regarding an action item(s) that is on the regular or consent agenda must be made to the office of the City Secretary, and may be made in person, by telephone, facsimile, or email provided that the request is received before the scheduled time of the Council session at which public speaking is allowed.

A “request to speak” form provided by the City will contain the citizens’ name, address, telephone number, and subject agenda item(s) number that the speaker wishes to address.

Speakers will address the Council from the podium, must observe the procedure outlined in City Council Policy 3000-10 regarding public comments, and may speak only upon recognition by the Mayor.

In situations where a large number of citizens representing a certain delegation wish to speak, the group will be encouraged to appoint a spokesperson to make comments to the Council.

If a speaker asks a question during the time designated for public comment under this policy, a Council Member may give specific factual information or a recitation of existing policy to the speaker. Any comment or discussion by any Council Member about the subject of the inquiry will only be made at the time the subject is scheduled for consideration on the Council agenda. (Government Code 551.042)

(3) Time Limit:

Each speaker will have three minutes regardless of the number of agenda items to be addressed. The Council, by four affirmative votes, reserves the privilege to extend the time limit.

E. COUNCIL REPORTS

(1) In General:

Mayor and Council Members should limit themselves to mentioning no more than three attended community events from the recent past. No future events need to be mentioned.

Section 2. That Resolution ~~22-15~~24-66 is repealed.

APPROVED on _____, 2025

McCutcheon, Mayor

~~Joe R. Zimmerman~~Carol K.

ATTEST:

APPROVED AS TO FORM:

Linda Mendenhall, City Secretary



City Council Agenda Request November 4, 2025

Agenda Request No: VIII.K.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Ruth M. Lohmer, Redevelopment Planning Manager

Responsible Department: Redevelopment

Agenda Caption:

SECOND CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2390:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING A RECOMMENDATION ON THE PROPOSED CHANGES TO THE LAKE POINTE REDEVELOPMENT DISTRICT, CHAPTER 2, PART 5 OF THE DEVELOPMENT CODE.

Recommended Action:

Second reading of Ordinance No. 2390 amending the Lake Pointe Redevelopment District, Chapter 2, Part 5 of the Development Code.

Executive Summary:

The purpose of this agenda item is for the City Council's second consideration of Ordinance No. 2390 amending the Lake Pointe Redevelopment (LPR) district, Chapter 2, Part 5 of the Development Code.

Background

The LPR district was originally created and applied to the 52-acre former Fluor campus in December 2023. The district was created in alignment with the City's Strategic Action Plan priority of Fostering Sensitive Redevelopment, and specifically preparing priority sites — Imperial and Lake Pointe — for redevelopment.

As with all zoning regulations, the LPR district is not a static or exact reflection of the vision for the site. Zoning regulations are living documents that need to be continually evaluated and modified to reflect market realities, site conditions and limitations, and other forces driving development. As such, staff have continued to evaluate and refine district regulations and brought forward two revisions to the district since its creation.

In May 2025, City Council approved the Redevelopment Concept Plan and Redevelopment Agreement with Lovett, the developer who purchased the property. Since that time, staff and

Lovett have collaborated on the design and layout of the site and together have identified additional necessary changes to the LPR district, which are being proposed in Ordinance No. 2390. These changes to the Lake Pointe Redevelopment district regulations will enable redevelopment to achieve the compact high-quality development envisioned for the site. Changes include reductions in front building setbacks, removal of the minimum density requirement, adjustments to building heights and side setbacks, and others.

Ordinance No. 2390

The proposed changes to the Lake Pointe Redevelopment District are described in the attached Summary of Draft Code Changes and the full amendment is provided in two versions: Ordinance No. 2390 Lake Pointe Redevelopment District Amendments and Code Changes Redline.

Additional exhibits are also attached to demonstrate the code in action, including:

- Conceptual Site Layout, showing how lots, alleys, and mews are anticipated to be laid out across the site
- Layout of Phase 1, showing in more detail how Phase 1 is expected to be designed
- House sections of 3-story, 3.5-story and 4-story homes, showing floor heights and overall height

In addition, attached is an exhibit (Examples of Mews Lots) showing other developments with mews and townhomes or urban homes to provide City Council with examples of this type of development.

P&Z Review

The Planning and Zoning Commission held a workshop on September 9, 2025 to review the proposed changes to the Lake Pointe Redevelopment District. The Commission asked clarifying questions about the changes and expressed a desire to see exhibits which would demonstrate the proposed changes. The Commission also expressed concern about the increase in middle housing maximum height (from 50 feet to 60 feet) and the decrease in the minimum mews width (from 30 feet to 14 feet). Staff worked with the developer to evaluate options for these areas of concern and modified the proposed amendments. As a result, the minimum mews width were adjusted to 20 feet; maximum building heights were reduced from 50 feet to 45 feet on mews, and from 60 feet to 55 feet on public streets.

The Commission held a public hearing, consideration and action on September 25, 2025. No members of the public spoke during the public hearing. The Commission unanimously recommended approval of the amendments to City Council.

Public Hearing

All the requirements for holding a public hearing have been met, including placing the notice in the local newspaper, on the City's website, and in the vestibule of City Hall. Staff has not received any inquiries or opposition to the proposed changes. A copy of the public hearing notice is attached.

Recommendation and Next Steps

The Planning and Zoning Commission recommends approval of the proposed changes to the Lake Pointe Redevelopment 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. 2390 Lake Pointe Redevelopment District Amendments
2. Summary of Draft Code Changes
3. Code Changes Redline
4. Conceptual Site Layout
5. Phase 1 Site Layout
6. Mews Section and Examples
7. House Sections
8. CC PH Notice 10.21.25

ORDINANCE NO. 2390

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2 OF THE LAND DEVELOPMENT CODE BY AMENDING REGULATIONS FOR THE LAKE POINTE REDEVELOPMENT ZONING (LPR) DISTRICT.

WHEREAS, the Planning and Zoning Commission has recommended that the City's Land Development Code be amended to enable redevelopment of the Lake Pointe Redevelopment Zoning (LPR) District and achieve the compact high-quality development envisioned for the site; and

WHEREAS, the Planning and Zoning Commission and the City Council have each conducted in the time and manner and after notice required by law and applicable ordinances, a public hearing on such changes; and

WHEREAS, the City Council finds that the proposed amendments comply with the City's comprehensive plan and now deem it appropriate to make such changes; **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 the preamble of the ordinance are hereby declared true and correct.

Section 2. That Chapter 2, Article II of the Land Development Code is revised by amending Section 2-118 to read as follows:

Sec. 2-118. - District Regulations

A. *Regulations for Nonresidential, Multi-Family and Mixed-Use Development.* The following bulk regulations apply to all Nonresidential, Multi-family, and Mixed-Use sites in the Lake Pointe Redevelopment District:

Table 2-118.1: Bulk Regulations for Nonresidential, Multi-Family and Mixed-Use Development	
Description	Regulation
Setbacks	
Front, minimum/maximum	0/5 feet (a)
Street side, minimum/maximum	0/5 feet (a)
Interior side, minimum	0 feet (b)
Rear, minimum	5 feet (b)
Other	
Building height, max	(c)
Building street frontage, minimum	See Sec. 2-121.C

REFERENCES

- a. Front and Street Side
 - i. Shall be measured from the back of the Pedestrian Realm.
 - ii. If an easement is present, and it prevents the structure from being located on the maximum building line, 75% of the building face shall be built to the easement line.
- b. Measured from the property line.
- c. Airport Height Hazard Regulations apply.

B. Regulations for Middle Housing Development. The following bulk regulations apply to Middle Housing sites in the Lake Pointe Redevelopment District. See Figures 2-118.A.1—2-118.A.5. for detail.

Table 2-118.2: Bulk Regulations for Middle Housing Development		
Description		Regulation
Setbacks		
Front, minimum/maximum		0/20 feet (a)
Street side, minimum/maximum		0/20 feet (a)
Interior Side, min	Dwelling, Single Family Attached (Townhome)	(b)
	Dwelling, Two-Family (Duplex)	3 feet
	Dwelling, Urban Home	(c)
	Dwelling, Multiplex	5 feet
Rear, minimum		5 feet (d)
Other		
Building height, maximum	Lots fronting on a public Street	4 stories but not more than 55 feet
	Lots fronting on a Mews	3 stories but not more than 45 feet
Dwelling, Urban Home Maximum Lot Width		40 feet (e)
REFERENCES		
a. Front and Street Side		
i. For lots fronting on a Street, the Front Yard setback shall be measured from the back of the Pedestrian Realm. ii. If an easement is present and it prevents the structure from being located on the maximum building line, 60% of the building face shall be built to the easement line.		
b. Townhome attached on 2 sides - 0 feet. Townhome attached on 1 side and other side yard open - 3 feet.		
c. Side setbacks shall be established on the plat and shall be:		
i. Three feet on each side; or ii. Zero feet on one side and 6 feet on second side; or. iii. For the rear 40 feet of the lot: zero feet on one side and six feet on the other; and for the front of the lot: three feet on each side. iv. For ii. and iii above, zero-foot side must abut required 6-foot Yard on adjacent lot. A 3-foot maintenance easement adjacent to the lot line and within the 6-foot side yard shall be delineated on the plat, and there shall be a right to access the 0-foot building line side from the maintenance easement for maintenance purposes		
d. Rear, minimum shall be as follows:		
i. For rear-loading lots, Rear Yard setback shall be measured from the edge of alley or private drive pavement.		
e. For corner lots, maximum lot width shall be 50 feet.		

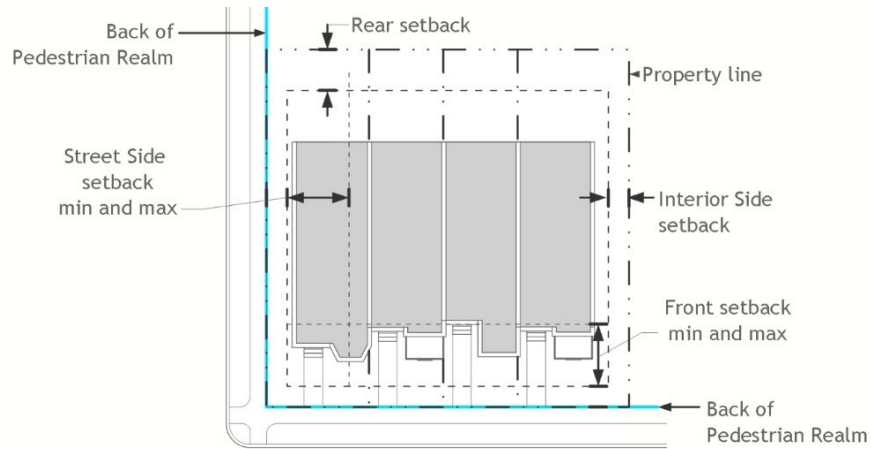


Figure 2-118.A.1: Setbacks – Single-Family Attached

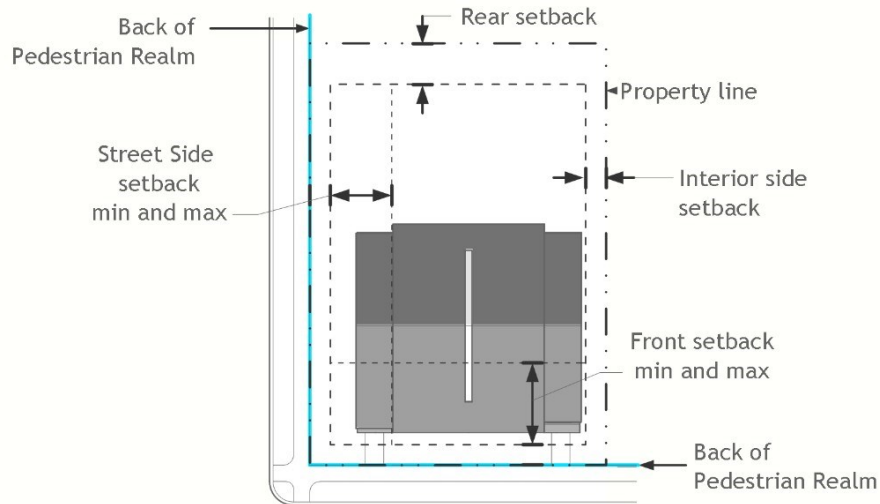


Figure 2-118.A.2: Setbacks – Two-Family (Duplex)

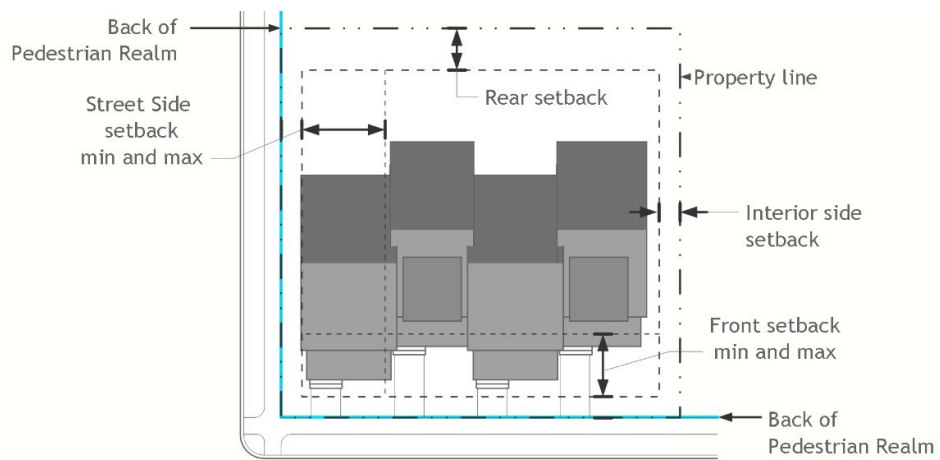


Figure 2-118.A.3: Setbacks – Triplex, Quadplex and Sixplex

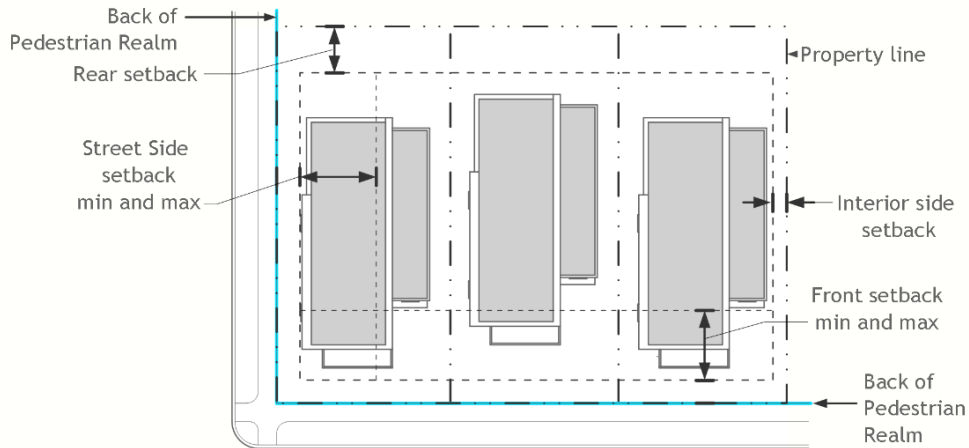


Figure 2-118.A.4: Setbacks – Urban Home Dwelling

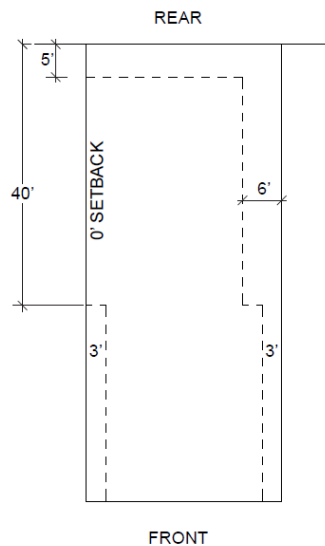


Figure 2-118.A.5: Variable Side Setbacks - Urban Home Dwelling

Section 3. That Chapter 2, Article II of the Land Development Code is revised by amending Section 2-122 to read as follows:

Sec 2-122. - Building Design – Middle Housing Development.

A. Building Orientation and Entrances.

1. Buildings shall be oriented so that the Primary Facade faces and provides pedestrian access to a Street, Civic Space, or Mews. Mews shall be a minimum of 20 feet wide, measured from property line to property line, and include a 5-foot-wide paved walkway that connects and provides pedestrian access from each Dwelling Unit to a Street.

2. The orientation of the Primary Entrance and façade of residential dwellings shall be consistent with the established pattern along the block face.
3. No residential structure shall be sited diagonally or otherwise skewed on the lot.

B. *Building Form.*

1. *Building Mass.* Exterior walls shall be broken up to prevent the appearance of featureless walls using recessed entryways, bay windows, use of more than one exterior finish material, use of architectural details, or such other technique or combinations of techniques.
2. *360-Degree Architecture.* Those sides of a building that are not visible from the street frontage shall have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.

C. *Building Transparency.* At least 15 percent of the area of facades that face Streets, Mews and Civic Spaces shall be windows or doors. Facades facing alleys shall include a minimum of two windows.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. 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 _____.

ADOPTED on _____.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Summary of Draft Code Changes

PART 5. - LAKE POINTE REDEVELOPMENT DISTRICT (LPR)

Sec. 2-118. - District Regulations.

A. Regulations for Nonresidential, Multi-family and Mixed-use Development

- Front and Street Side Setback: clarify language related to maximum building setback when an easement is present

B. Regulations for Middle Housing Development

- Front and Street Side Setback:
 - Decrease minimum building setback from 5 feet to 0 feet
 - Clarify language related to maximum building setback when an easement is present; decrease required building frontage from 75% to 60%
- Interior Side Setback for Urban Homes:
 - Add option for variable setbacks: 3 feet and 3 feet at the front, 0 feet and 6 feet for the rear 40 feet of the lot
- Maximum Building Height:
 - Distinguish between lots fronting on Public Streets and lots fronting on Mews
 - Lots fronting on Public Streets: increase maximum height from 50 feet to 55 feet (maintain 4 story-maximum)
 - Lots fronting on Mews: decrease maximum height to 45 feet and decrease from 4 stories to 3 stories
- Minimum Density:
 - Remove requirement
- Maximum Lot Width for Urban Homes:
 - Provide additional lot width for corner lots: increase from 40 feet to 50 feet
- Add Figure 2-118.A.5 showing variable side setbacks for Urban Homes

Sec. 2-122. - Building Design—Middle Housing Development.

A. Building Orientation and Entrances

- Minimum Mews Width: decrease from 30 feet to 20 feet

B. Building Transparency

- Require facades facing Mews and Civic Spaces to meet Public Street-facing facades requirement of 15%
- Add transparency requirements for alley-facing facades: minimum 2 windows

Code Changes Redline

PART 5. - LAKE POINTE REDEVELOPMENT DISTRICT (LPR)

Sec. 2-118. - District Regulations.

- A. *Regulations for Nonresidential, Multi-Family and Mixed-Use Development.* The following bulk regulations apply to all Nonresidential, Multi-family, and Mixed-Use sites in the Lake Pointe Redevelopment District:

Table 2-118.1: Bulk Regulations for Nonresidential, Multi-Family and Mixed-Use Development	
Description	Regulation
Setbacks	
Front, minimum/maximum	0/5 feet (a)
Street side, minimum/maximum	0/5 feet (a)
Interior side, minimum	0 feet (b)
Rear, minimum	5 feet (b)
Other	
Building height, max	(c)
Building street frontage, minimum	See Sec. 2-121.C
REFERENCES a. Front and Street Side i. Shall be measured from the back of the Pedestrian Realm. ii. If an easement is present, <u>and it prevents the structure from being located on the maximum building line</u> , 75% of the building face shall be built to the easement line. b. Measured from the property line. c. Airport Height Hazard Regulations apply.	

- B. *Regulations for Middle Housing Development.* The following bulk regulations apply to Middle Housing sites in the Lake Pointe Redevelopment District. See Figures 2-118.A.1—2-118.A.4. for detail.

Table 2-118.2: Bulk Regulations for Middle Housing Development	
Description	Regulation
Setbacks	

Front, minimum/maximum		<u>05</u> /20 feet (a)
Street side, minimum/maximum		<u>05</u> /20 feet (a)
Interior Side, min	Dwelling, Single Family Attached (Townhome)	(b)
	Dwelling, Two-Family (Duplex)	3 feet
	Dwelling, Urban Home	(c)
	Dwelling, Multiplex	5 feet
Rear, minimum		5 feet (d)
Other		
Building height, maximum	<u>Lots fronting on a public Street</u>	4 stories but not more than 50 <u>55</u> feet
	<u>Lots fronting on a Mews</u>	<u>3 stories but not more than 45 feet</u>
Density, minimum		10 Dwelling Units per gross acre
Dwelling, Urban Home Maximum Lot Width		40 feet <u>(e)</u>

REFERENCES

a. Front and Street Side

- i. For lots fronting on a Street, the Front Yard setback shall be measured from the back of the Pedestrian Realm.
- ii. If an easement is present and it prevents the structure from being located on the maximum building line, 75~~60~~% of the building face shall be built to the easement line.

b. Townhome attached on 2 sides - 0 feet. Townhome attached on 1 side and other side yard open - 3 feet.

c. Side setbacks shall be established on the plat and shall be:

- i. Three feet on each side; - or
- ii. or - Zero feet on one side and 6 feet on second side; or - Zero foot side must abut required 6-foot Yard on adjacent lot. A 3-foot maintenance easement adjacent to the lot line and within the 6-foot side yard shall be delineated on the plat, and there shall be a right to access the 0-foot building line side from the maintenance easement for maintenance purposes.
- iii. For the rear 40 feet of the lot: zero feet on one side and six feet on the other; and for the front of the lot: three feet on each side.
- iv. For ii. and iii above, zero-foot side must abut required 6-foot Yard on adjacent lot. A 3-foot maintenance easement adjacent to the lot line and within the 6-foot side yard shall be delineated on the plat, and there shall be a right to access the 0-foot building line side from the maintenance easement for maintenance purposes.

d.

d. ~~Rear, minimum shall be as follows:~~

- i. For rear-loading lots, Rear Yard setback shall be measured from the edge of alley or private drive pavement.

e. For corner lots, maximum lot width shall be 50 feet.

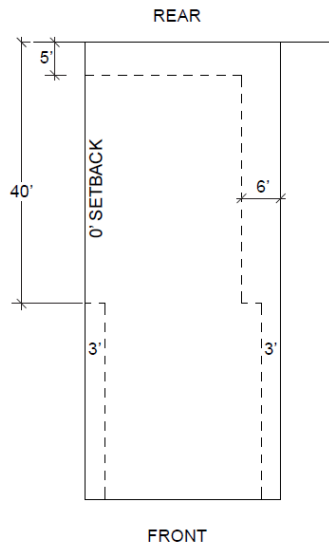


Figure 2-118.A.5: Variable Side Setbacks - Urban Home Dwelling

Sec. 2-122. - Building Design—Middle Housing Development.

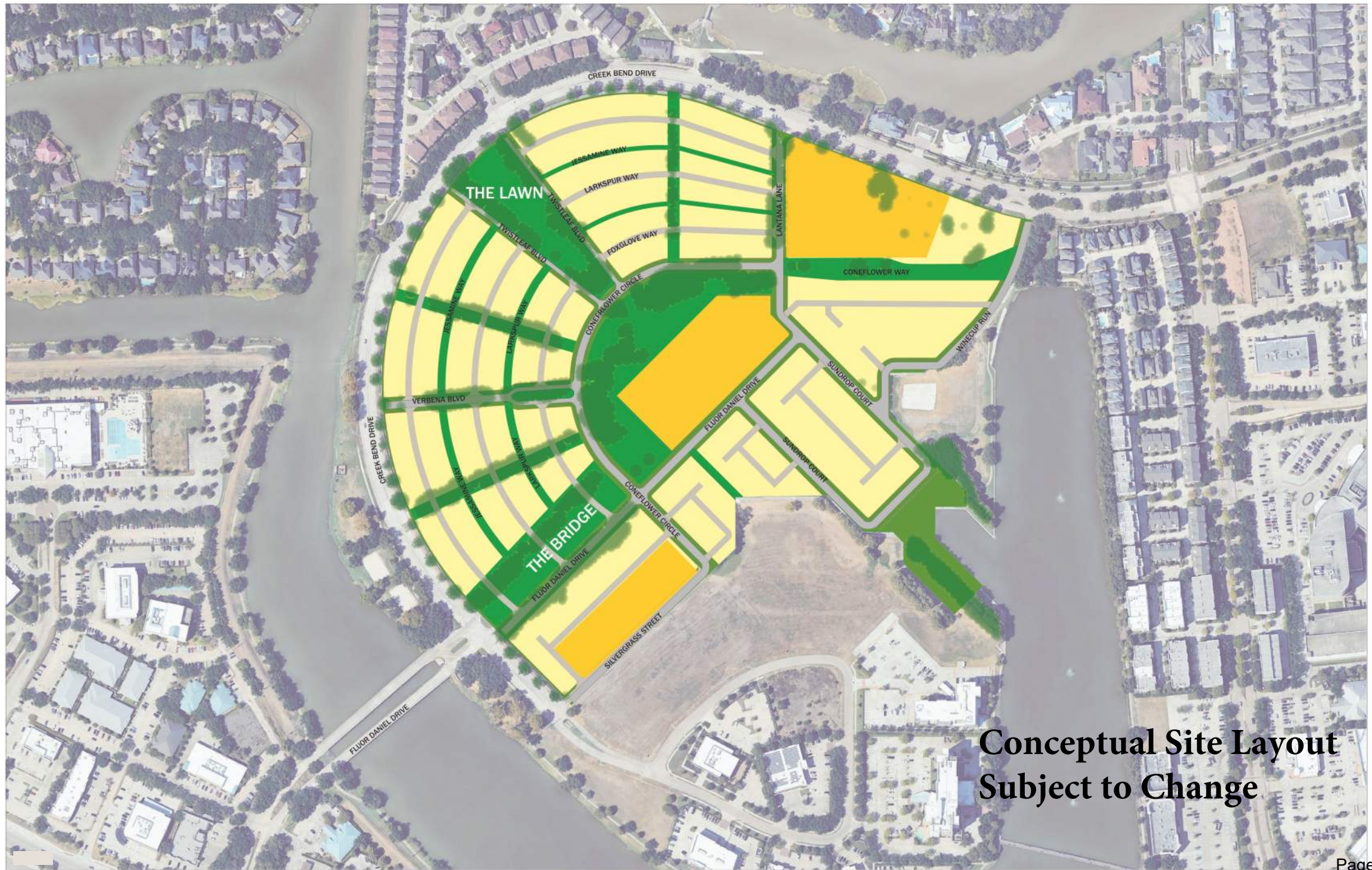
A. Building Orientation and Entrances.

1. Buildings shall be oriented so that the Primary Facade faces and provides pedestrian access to a Street, Civic Space, or Mews. Mews shall be a minimum of 30-20 feet wide, measured from property line to property line, and include a 5-foot-wide paved walkway that connects and provides pedestrian access from each Dwelling Unit to a Street.
2. The orientation of the Primary Entrance and façade of residential dwellings shall be consistent with the established pattern along the block face.
3. No residential structure shall be sited diagonally or otherwise skewed on the lot.

B. Building Form.

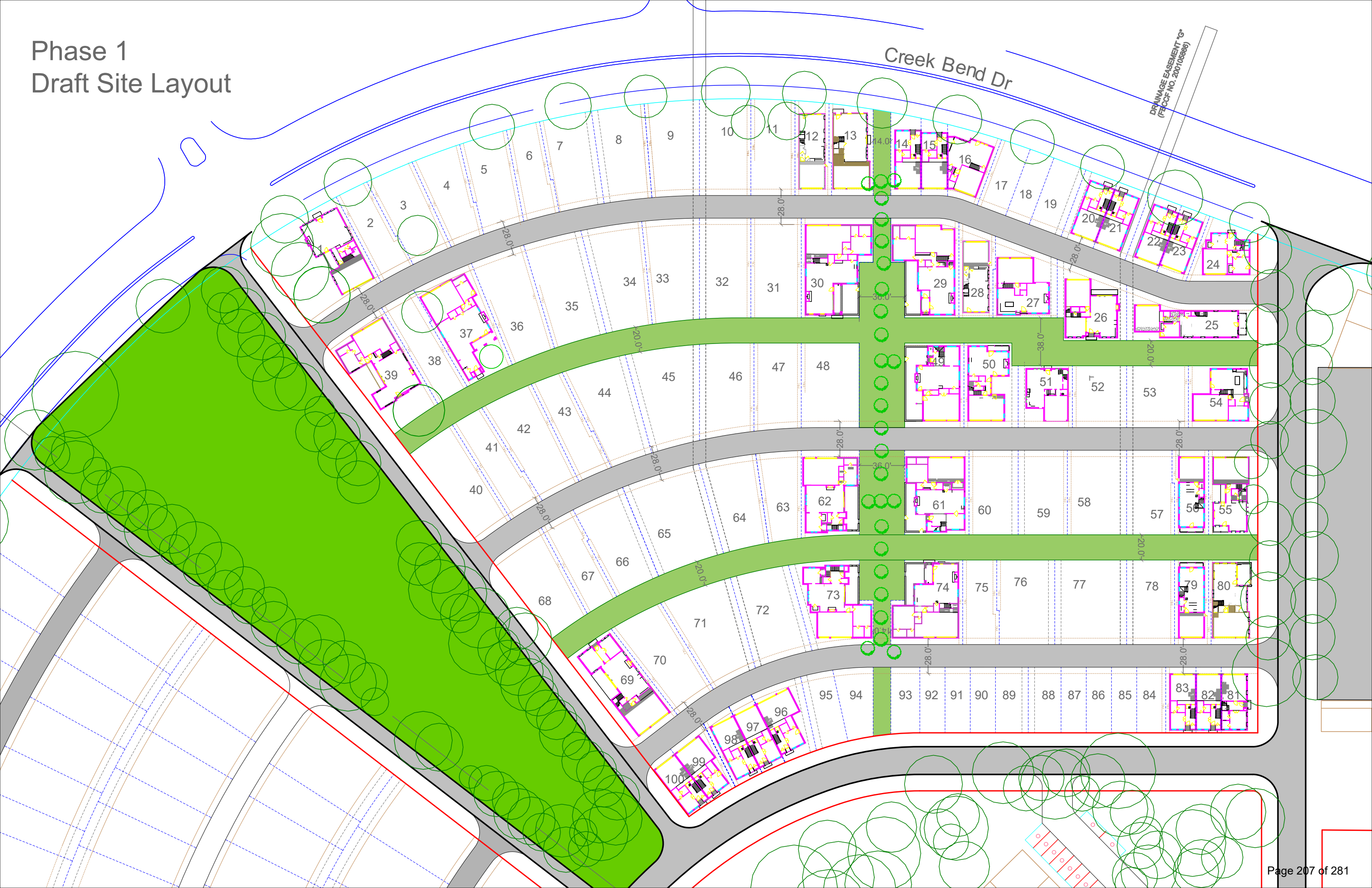
1. **Building Mass.** Exterior walls shall be broken up to prevent the appearance of featureless walls using recessed entryways, bay windows, use of more than one exterior finish material, use of architectural details, or such other technique or combinations of techniques.
2. **360-Degree Architecture.** Those sides of a building that are not visible from the street frontage shall have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.

C. Building Transparency. At least 15 percent of the area of façades that face Streets, -facing- Mews and Civic Spaces shall be windows or doors. Facades facing alleys shall include a minimum of two windows.



**Conceptual Site Layout
Subject to Change**

Phase 1
Draft Site Layout



Lake Pointe Green

20' mews

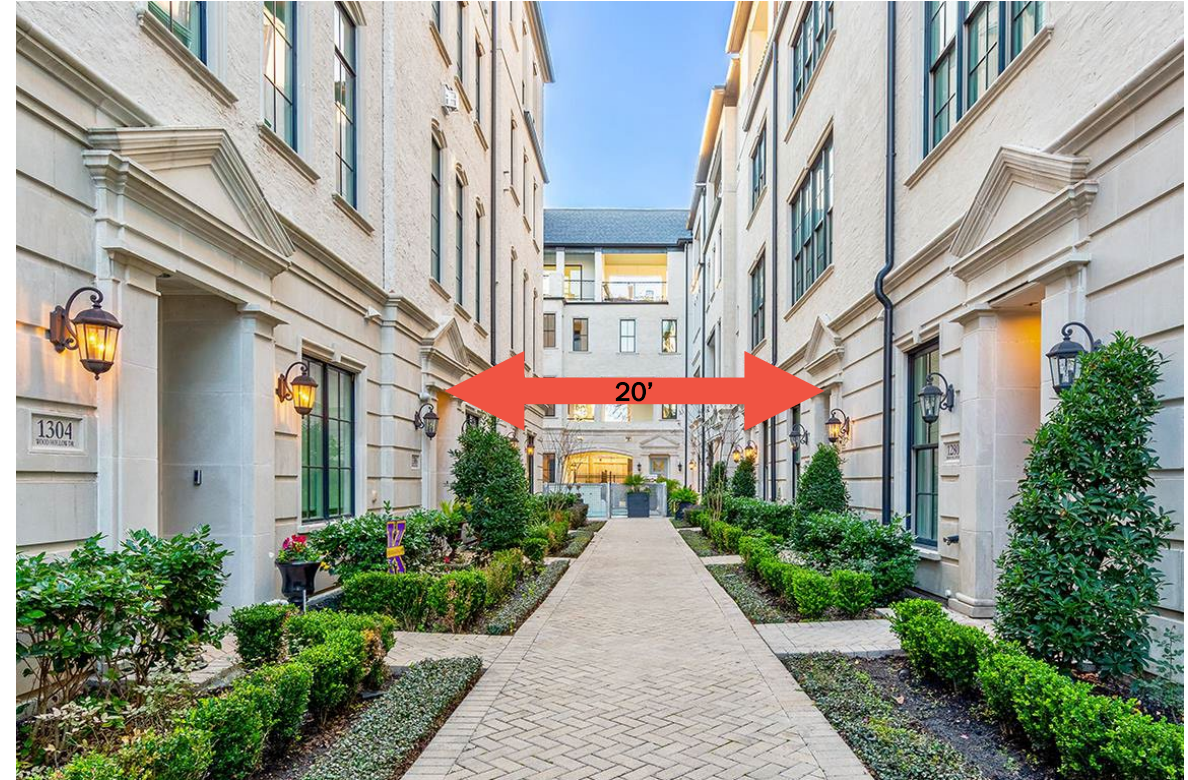
Up to 4 stories



Tanglewood Hollow

20' mews

4 stories



Capitol Oaks

18' to 20' mews w/ overhangs
3 and 3.5 stories

Urban Land Institute

ULI Development of Distinction

1st Place Winner, 2011



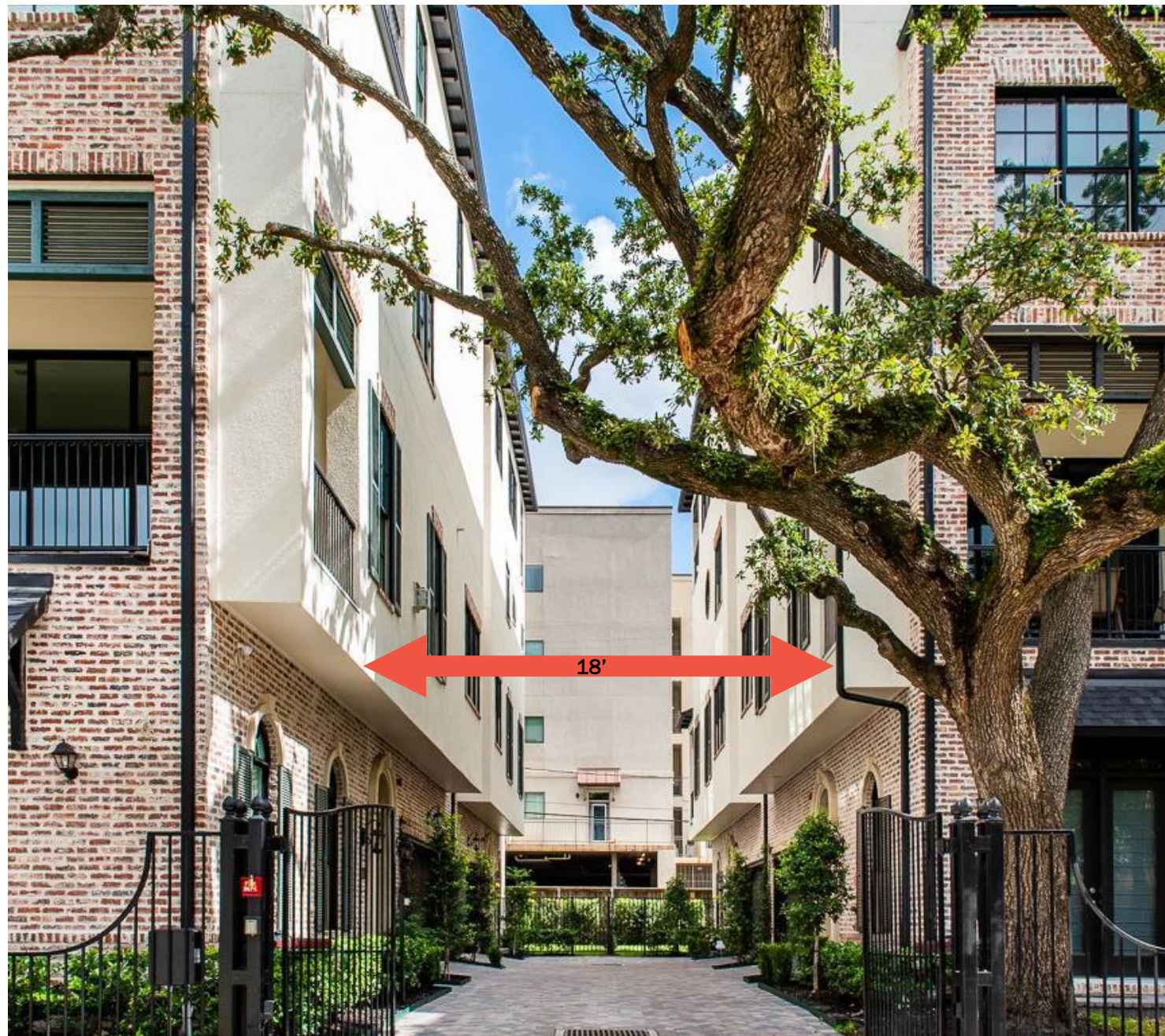
Houston

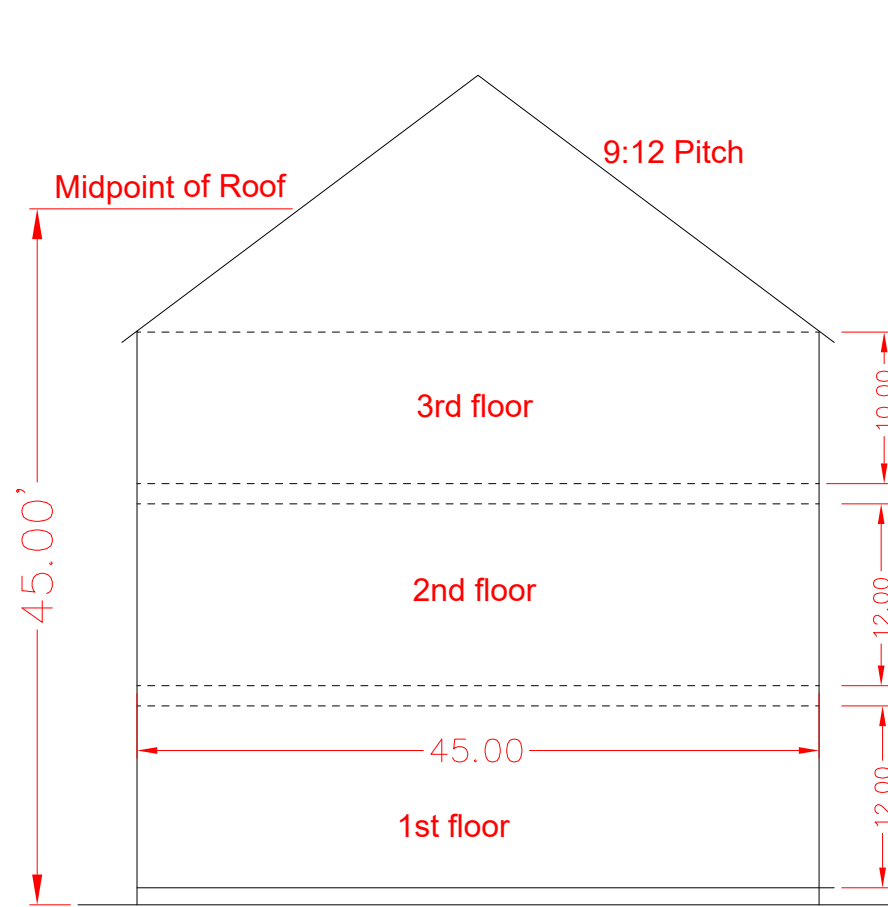


Castle Court

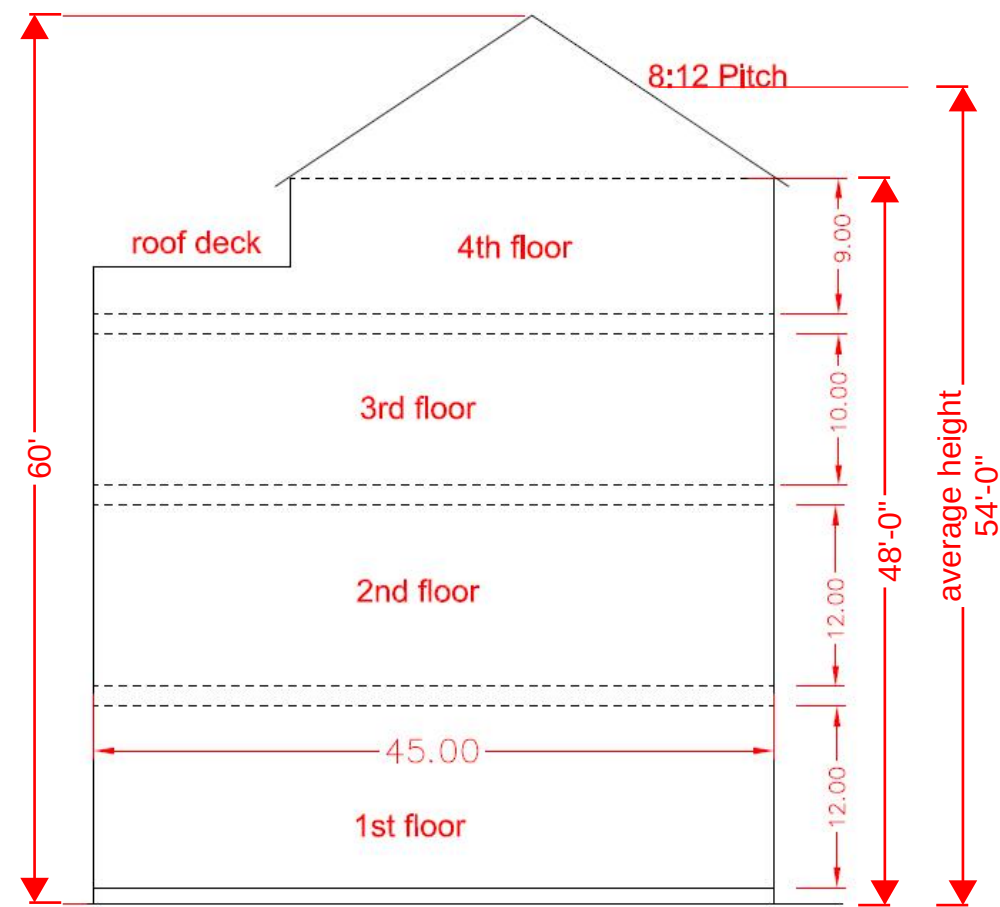
18' drive

4 stories

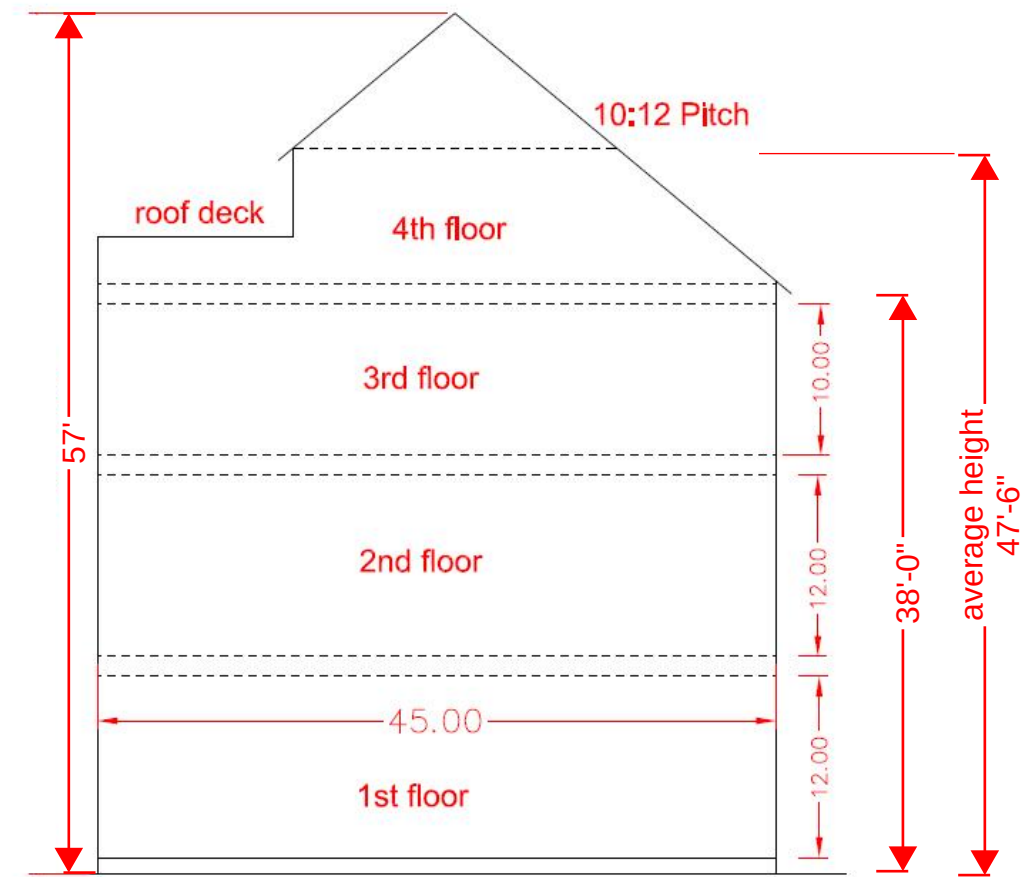




3 story homes



4 story with Roof deck



3.5 story with Roof deck



NOTICE OF PUBLIC HEARING

PROPOSED AMENDMENTS TO THE LAKE POINTE REDEVELOPMENT DISTRICT IN CHAPTER 2 OF THE SUGAR LAND DEVELOPMENT CODE

City Council Public Hearing 6:00 p.m., October 21, 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 amendments to the Lake Pointe Redevelopment District in Chapter 2 of the Sugar Land Development Code.

These changes to the Lake Pointe Redevelopment district regulations in Chapter 2 of the Development Code will enable the redevelopment to achieve the compact high-quality development envisioned for the site. Changes include reductions in front building setbacks, removal of minimum density requirement, adjustments to building heights and side setbacks, and others.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under “Meeting Agendas” Planning & Zoning Commission no later than Wednesday October 15, 2025. Request details or provide feedback on the proposed rezoning online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Redevelopment Department at (281) 275-2229.



City Council Agenda Request

November 4, 2025

Agenda Request No: VIII.L.

Agenda of: City Council Meeting

Initiated by: Linda Mendenhall, City Clerk

Presented by: Carol McCutcheon, Mayor

Responsible Department: City Clerk's Office

Agenda Caption:

APPOINTMENT TO THE HOUSTON-GALVESTON AREA COUNCIL

Consideration of and action on the appointment of Stewart Jacobson as member and Rick Miller as alternate to the Houston-Galveston Area Council (H-GAC) General Assembly and Board of Directors for a one-year term for calendar year 2026.

Recommended Action:

Appoint Stewart Jacobson as a member and Rick Miller as an alternate to the Houston-Galveston Area Council (H-GAC) General Assembly and Board of Directors for a one-year term beginning January 2026.

Executive Summary:

The Houston-Galveston Area Council (H-GAC) is a voluntary association of local governments and elected officials in the 13-county Gulf Coast Planning Region. H-GAC includes more than 100 local government members and is governed by a Board of Directors comprising 37 elected officials representing 13 counties, 107 cities, and 11 independent school districts throughout the region.

H-GAC bylaws authorize each member city to select one member and one alternate member of its governing body to serve as representatives to the H-GAC General Assembly. The bylaws stipulate that the Board of Directors representative must also serve as the General Assembly delegate. Therefore, the individual selected as the General Assembly representative will automatically serve on the H-GAC Board of Directors.

The term of office for these appointments aligns with the calendar year, beginning January 1, 2026, and ending December 31, 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. City Designation Form 2026

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2026 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of _____, Texas that _____ be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2026.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2025.

APPROVED:

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk



City Council Agenda Request

November 4, 2025

Agenda Request No: IX.A.

Agenda of: City Council Meeting

Initiated by: Meredith Riede, City Attorney

Presented by: Meredith Riede, City Attorney

Responsible Department: Legal

Agenda Caption:

ANNUAL ETHICS TRAINING

Receive annual training related to the Sugar Land Code of Ethical Conduct and state laws regulating ethics and reporting responsibilities of City Officials.

Recommended Action:

Receive annual training on state and local ethics rules

Executive Summary:

Ordinance 2095, adopted in May 2017, revised the Code of Conduct for City Officials elected to council or appointed to boards or commissions in the City of Sugar Land. This Ordinance requires the City to provide annual training to city officials on their ethical obligations under state law and the Code of Ethical Conduct. This presentation will satisfy those requirements.

Budget

Expenditure Required: None

Current Budget: None

Additional Funding: none

Funding Source: none

Account Number (ORG-OBJ-Project): none

Attachments

None



City Council Agenda Request

November 4, 2025

Agenda Request No: XI.A.

Agenda of: City Council Meeting

Initiated by: Linda Mendenhall, City Clerk

Presented by: Stewart Jacobson, District 3, Suzanne Whatley, District 1

Responsible Department: Admin

Agenda Caption:

PLANNING AND ZONING APPOINTMENTS

Clarification of and action on appointment of commissioners to the Planning and Zoning Commission.

Recommended Action:

Clarification of and action on appointments of Commissioners to the Planning and Zoning Commission.

Executive Summary:

N/A

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 November 4, 2025

Agenda Request No: XII.A.

Agenda of: City Council Meeting

Initiated by: Emily Ercius, Planner I

Presented by: Emily Ercius, Planner I

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 amendment to Section 2-92, Zoning Regulations of Chapter 2 of the Sugar Land Development Code.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2392:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2 OF THE LAND DEVELOPMENT CODE BY AMENDING SECTION 2-92 TO SIMPLIFY THE MAXIMUM HEIGHT REQUIREMENT FOR THE NEIGHBORHOOD BUSINESS (B-1) ZONING DISTRICT.

Recommended Action:

Hold a Public Hearing and First Reading of Ordinance No. 2392 on a proposed amendment to Chapter 2 of the Sugar Land Development Code.

Executive Summary:

This Public Hearing is for a proposed amendment to the Zoning Regulations found in Chapter 2 of the Sugar Land Development Code, specifically Section 2-92 of the Development Code. The purpose of this Amendment is to simplify the Maximum Height requirement for the Neighborhood Business (or B-1) Zoning District as this would increase the overall clarity and consistency of the Code.

This Development Code Amendment supports the City's 2025-2027 All-In Initiatives of Fostering Sensitive Redevelopment and Stimulating Economic Growth and is part of staff's continuing effort to modernize and streamline the Development Code.

On Tuesday, September 9th, the Planning and Zoning Commission held a workshop to discuss the proposed amendment to Table 2-92.1 of the Development Code. The proposed change to Table 2-92.1 involved removing the half-story restriction for the Neighborhood Business (B-1) Zoning District while leaving the 35-foot numeric Maximum Height allowance for the district

intact. After the workshop presentation, there was brief discussion and clarification questions among the Commissioners. A Public Hearing and Consideration and Action was held on October 14th Planning and Zoning Commission meeting. There were no speakers at the Public Hearing and the Commission voted unanimously to recommend the proposed amendment to the City Council.

Staff is not aware of any opposition to this Amendment and supports a recommendation of approval to members of the City Council.

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. Section 2-92 Dev Code Change BRIEF SUMMARY
2. Section 2-92 Dev Code Change REDLINE
3. Section 2-92 Dev Code Change CLEAN
4. Development Code Amendment Ordinance Section 2-92
5. Section 2-92 Dev Code Change PH Notice CC

Summary of Changes:

Chapter 2: Zoning Regulations

- Section 2-92 – Nonresidential District Regulations
 - Clarified the Maximum Height allowance for Structures within the Neighborhood Business (or B-1) Zoning District.

Sec. 2-92. - Nonresidential District Regulations.

The following bulk regulations apply:

Table 2-92.1: Bulk Regulations for Nonresidential Zoning Districts						
REGULATION		ZONING DISTRICT				
		B-O	B-1	B-2	M-1	M-2
Minimum Front Yard (Setback)		25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)
Minimum Side and Rear Yard (Setback)	Abutting Nonresidential District or R-4	10 ft. (a) (b)	10 ft. (a) (b)	10 ft. (a) (b)	10 ft. (a)	10 ft. (a)
	Abutting Residential District other than R-4	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)
Minimum Street Side Yard (Setback)		25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)
Minimum Open Space (% of Lot Area)		15%	20%	15%	20%	15%
Maximum Height of Structures		(c) (d)	2½ stories, but not more than 35 ft. from finished grade; (c) (d)	100 ft.; CUP required if over 100 ft.; (c) (d)	(c) (e)	(c)
Outside Use		(f)	(f)	See Section 2-74. Additional Nonresidential District Regulations		
Additional Regulations		See Section 2-93. Additional Nonresidential District Regulations. Note: Parking setback requirements are detailed in Chapter 2, Article V.				
REFERENCES						

a. For Yards abutting an Arterial Street or highway, the minimum Yard is 40 feet.
b. A Yard is not required where a common wall of a building is located at the Lot line.
c. Airport Height Hazard Regulations may apply.
d. 2/1 Bulk Plane: If any portion of a proposed building is within 500 linear feet of a Residential District, other than R-4, setback of 2 feet for each 1 foot in height over 24 feet.
e. 1/1 Bulk Plane: If any portion of a proposed building is within 500 linear feet of a Residential District, other than R-4, setback of 1 foot for every 1 foot in height over 24 feet.
f. All merchandise and materials related to the business must be displayed and stored inside a permanent Building. All business activities must be conducted within a fully-enclosed Building.

Sec. 2-92. - Nonresidential District Regulations.

The following bulk regulations apply:

Table 2-92.1: Bulk Regulations for Nonresidential Zoning Districts						
REGULATION		ZONING DISTRICT				
		B-O	B-1	B-2	M-1	M-2
Minimum Front Yard (Setback)		25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)
Minimum Side and Rear Yard (Setback)	Abutting Nonresidential District or R-4	10 ft. (a) (b)	10 ft. (a) (b)	10 ft. (a) (b)	10 ft. (a)	10 ft. (a)
	Abutting Residential District other than R-4	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)
Minimum Street Side Yard (Setback)		25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)
Minimum Open Space (% of Lot Area)		15%	20%	15%	20%	15%
Maximum Height of Structures		(c) (d)	35 ft.; (c) (d)	100 ft.; CUP required if over 100 ft.; (c) (d)	(c) (e)	(c)
Outside Use		(f)	(f)	See Section 2-74. Additional Nonresidential District Regulations		
Additional Regulations		See Section 2-93. Additional Nonresidential District Regulations. Note: Parking setback requirements are detailed in Chapter 2, Article V.				
REFERENCES						
a. For Yards abutting an Arterial Street or highway, the minimum Yard is 40 feet.						
b. A Yard is not required where a common wall of a building is located at the Lot line.						

c. Airport Height Hazard Regulations may apply.

d. 2/1 Bulk Plane: If any portion of a proposed building is within 500 linear feet of a Residential District, other than R-4, setback of 2 feet for each 1 foot in height over 24 feet.

e. 1/1 Bulk Plane: If any portion of a proposed building is within 500 linear feet of a Residential District, other than R-4, setback of 1 foot for every 1 foot in height over 24 feet.

f. All merchandise and materials related to the business must be displayed and stored inside a permanent Building. All business activities must be conducted within a fully-enclosed Building.

ORDINANCE NO. 2392

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2 OF THE LAND DEVELOPMENT CODE BY AMENDING SECTION 2-92 TO SIMPLIFY THE REGULATIONS PERTAINING TO THE MAXIMUM HEIGHT OF STRUCTURES FOR THE NEIGHBORHOOD BUSINESS (B-1) ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission has recommended that the City's Land Development Code be amended to simplify the regulations pertaining to the Maximum Height of Structures for the Neighborhood Business (B-1) Zoning District to increase the overall clarity and consistency of the Code; and

WHEREAS, the Planning and Zoning Commission and the City Council have each conducted in the time and manner and after notice required by law and applicable ordinances, a public hearing on such changes; and

WHEREAS, the City Council finds that the proposed amendment complies with the City's comprehensive plan and now deem it appropriate to make such changes; **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 the preamble of the ordinance are hereby declared true and correct.

Section 2. That Chapter 2, Article II of the Land Development Code is revised by amending Section 2-92 to read as follows:

Sec. 2-92. - Nonresidential District Regulations.

The following bulk regulations apply:

Table 2-92.1: Bulk Regulations for Nonresidential Zoning Districts					
REGULATION	ZONING DISTRICT				
	B-O	B-1	B-2	M-1	M-2
Minimum Front Yard (Setback)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)

Minimum Side and Rear Yard (Setback)	Abutting Nonresidential District or R-4	10 ft. (a) (b)	10 ft. (a) (b)	10 ft. (a) (b)	10 ft. (a)	10 ft. (a)
	Abutting Residential District other than R-4	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)
Minimum Street Side Yard (Setback)		25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)	25 ft. (a)
Minimum Open Space (% of Lot Area)		15%	20%	15%	20%	15%
Maximum Height of Structures		(c) (d)	35 ft.; (c) (d)	100 ft.; CUP required if over 100 ft.; (c) (d)	(c) (e)	(c)
Outside Use		(f)	(f)	See Section 2-74. Additional Nonresidential District Regulations		
Additional Regulations		See Section 2-93. Additional Nonresidential District Regulations. Note: Parking setback requirements are detailed in Chapter 2, Article V.				

REFERENCES

- a. For Yards abutting an Arterial Street or highway, the minimum Yard is 40 feet.
- b. A Yard is not required where a common wall of a building is located at the Lot line.
- c. Airport Height Hazard Regulations may apply.
- d. 2/1 Bulk Plane: If any portion of a proposed building is within 500 linear feet of a Residential District, other than R-4, setback of 2 feet for each 1 foot in height over 24 feet.
- e. 1/1 Bulk Plane: If any portion of a proposed building is within 500 linear feet of a Residential District, other than R-4, setback of 1 foot for every 1 foot in height over 24 feet.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. 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 _____.

ADOPTED on _____.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



NOTICE OF PUBLIC HEARING



PROPOSED AMENDMENT TO CHAPTER 2, ARTICLE II, TABLE 2-92.1 OF THE LAND DEVELOPMENT CODE

City Council Public Hearing 5:30 p.m., November 4, 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 amendment to Chapter 2, Article II, Table 2-92.1 of the Land Development Code.

The proposed change to Chapter 2, Article II, Table 2-92.1 would simplify the Maximum Height requirement for the Neighborhood Business (or B-1) Zoning District and would enhance clarity and consistency.

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 Tuesday, October 28, 2025. Request details or provide feedback on the proposed code amendment online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Planning & Development Services Department at (281) 275-2218.



City Council Agenda Request November 4, 2025

Agenda Request No: XIII.A.

Agenda of: City Council Meeting

Initiated by: Sharee Davis, Civic Arts Manager

Presented by: Sharee Davis, Civic Arts Manager

Responsible Department: Public Works

Agenda Caption:

PUBLIC ART CONTRACT - MIG, INC.

Consideration of and action on authorization of a consultant services contract with Moore Iacofano Goltsman, Inc. (MIG) to develop a new Public Art Plan to guide the selection, placement, and management of public art in the City of Sugar Land.

Recommended Action:

Consideration of and action on authorization of a contract with Moore Iacofano Goltsman, Inc. (MIG) to develop a new Public Art Plan for the City of Sugar Land.

Executive Summary:

The City of Sugar Land's Civic Arts Division is preparing to enter into a consultant contract with **MIG, Inc.** to develop a new Public Art Plan. A Public Art Plan serves as a strategic framework, defining how public art is selected, commissioned, sited, maintained, and integrated into public spaces, helping ensure that public art is meaningful, sustainable, and aligned with the city's strategic initiatives and community values.

Why Now / Context

- Our most recent Public Art Plan dates from 2016. Since then, the city's demographics, built environment, public expectations, and arts ecosystem have evolved significantly.
- This project is directly tied to the City's broader strategic goals: enhancing community pride, strengthening public spaces, increasing cultural and creative assets, and promoting inclusive growth.
- By having a formalized plan, the Civic Arts Division will be better prepared to leverage partnerships, secure funding, and respond to development opportunities in a consistent, strategic way.

Consultant Selection & About MIG

- We solicited proposals through an open call: eight proposals were received.
- Civic Arts staff reviewed all proposals and had preliminary discussions with 5 consulting firms to review for qualifications.
- 2 consulting firms underwent a full interview using a panel of 7 stakeholders (internal staff for a variety of impacted departments). The panel consensus identified MIG, Inc. as the top candidate.
- MIG is a nationally recognized firm with deep experience in public art planning, stakeholder engagement, and integrating art into community development. For example, in their work in San Diego they developed a steering-committee-led artist selection process, contract negotiation, implementation, and installation of large scale public art for mixed-use developments.
 - National leader in public art, placemaking, and cultural master planning with over 40 years of experience.
 - Proven success in community-driven processes using bilingual outreach, interactive mapping, and digital engagement tools.
 - Recognized for award-winning projects including (just to name a few):
 - Denver Downtown Area and Neighborhood Plans (IDA Merit Award, APA Engagement Excellence Award)
 - Downtown Greensboro 2030 Vision Plan (citywide cultural and economic revitalization strategy)
 - Addison Parks, Recreation, and Open Space Master Plan (data-driven plan integrating art, equity, and fiscal sustainability).

What the New Public Art Plan Will Provide

- Provide a standardized and transparent set of policies, procedures, and guidelines for how public art is proposed, selected, sited, funded, maintained, and evaluated.
- Define clear roles and responsibilities for City staff, artists, partners, and the community to ensure accountability and consistency.
- Develop community engagement standards and data tracking tools to promote transparency and measure the impact of public art investments.
- Create funding and partnership strategies to expand resources through grants, sponsorships, and collaborations.
- Establish a marketing and visibility strategy to position Sugar Land as a regional arts destination.
- Develop a maintenance and stewardship plan for current and future art initiatives, including an evaluation of existing funding resources.
- Reflect a community-informed vision that embraces Sugar Land's evolving identity,

emphasizing diversity, placemaking, equity, and cultural vitality.

- Align with City Council’s strategic initiatives around community identity, economic development, and enhancing public spaces to improve quality of life.

SL4B and PARCS Board Feedback

Staff presented the project to both the SL4B and PARCS Boards. On October 14th, 2025 the PARCS Board unanimously recommend the approval of the contract and development of an updated Public Art Plan with MIG INC. with them citing a new Public Art Plan as overdue given the city’s growth and success in arts initiatives since the 2016 plan. One of the projects presented to SL4B on October 15th, 2025 was the creation of a Public Art Plan with MIG INC. Staff informed that it was already recommended by the PARCS Board to City Council. SL4B then took formal action and unanimously approved resolution no. SL4B-R-25-10 to fund Public Artwork.

This plan represents an important step in the City’s continued investment in creative placemaking and economic vibrancy, reinforcing Sugar Land’s leadership as a destination for arts, culture, and innovation. Civic Arts recommends approval of a contract with MIG, Inc. to develop a new Public Art Plan.

Budget

Expenditure Required: 117,525.00

Current Budget: 250,000

Additional Funding: N/A

Funding Source: 4B

Account Number (ORG-OBJ-Project):
217-99-00-1179-0000-541000

Attachments

1. MIG Contract

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:

By:

By:



Daniel S. Iacofano

Date:

Date:

August 26, 2025

Title:

Title:

President/ CEO

Company: Moore Iacofano Goltsman, Inc.

MATTER NUMBER: 7194M

APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address: Moore Iacofano Goltsman, Inc. (MIG)
317 Lexington Avenue, #2
San Antonio, TX 78215

Description of Services: Public Art Plan Revision

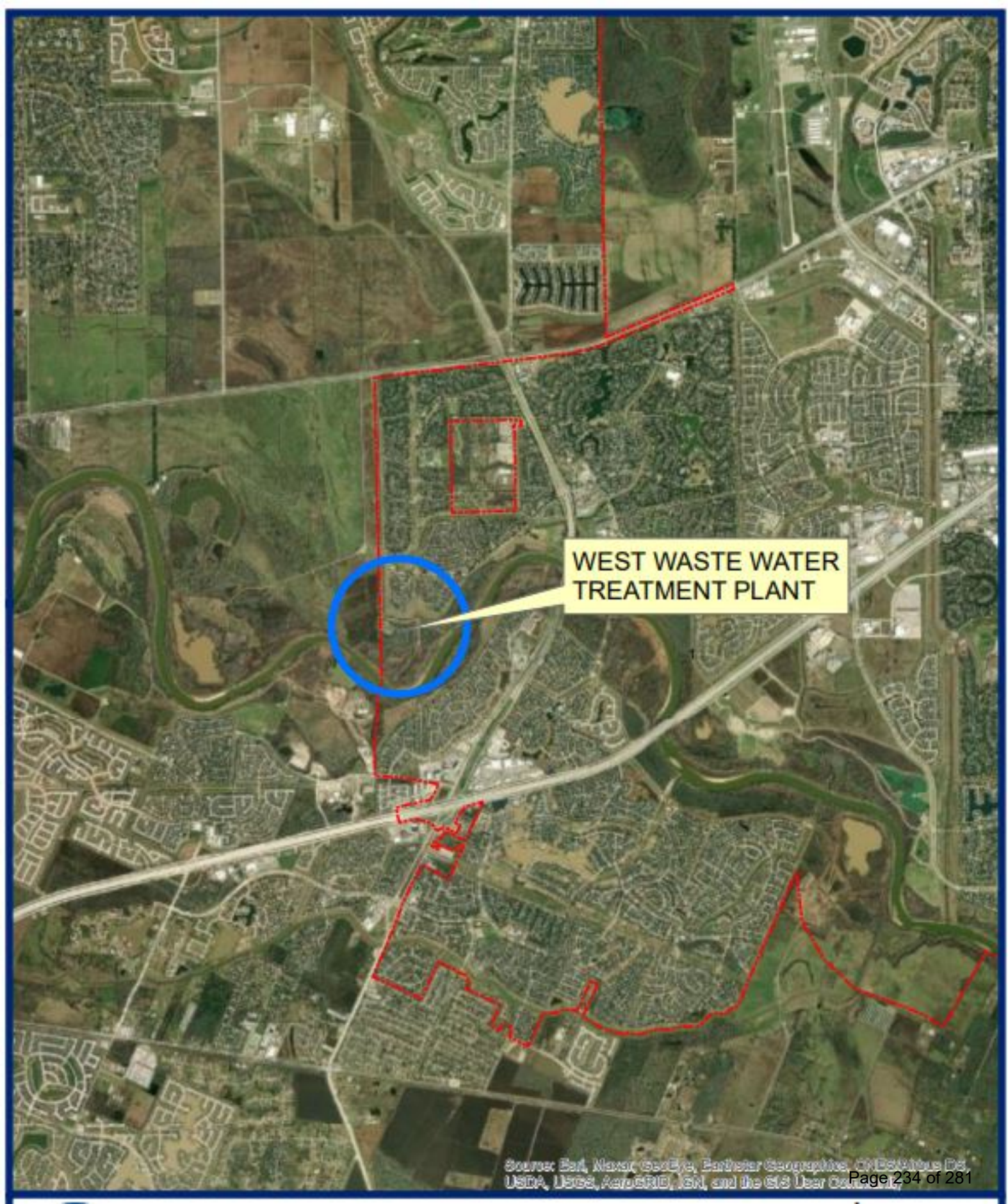
Maximum Contract Amount: \$117,525.00

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



WEST WASTE WATER
TREATMENT PLANT

The image is an aerial photograph of a suburban landscape. A red dashed line outlines a large area that includes several residential neighborhoods and some undeveloped land. Within this red-outlined area, a blue circle highlights a specific location. A yellow callout box with a pointer indicates that this location is the 'WEST WASTE WATER TREATMENT PLANT'. The surrounding area shows typical suburban features: houses, streets, and green spaces. There are also some larger, open areas that might be parks or undeveloped land. The overall tone of the image is a mix of green, brown, and grey, representing vegetation, soil, and built-up areas respectively.

**CITY OF SUGAR LAND STANDARD CONTRACT
FOR PROFESSIONAL ENGINEERING DESIGN
SERVICES FOR CITY FACILITIES**

Over \$1M
(Rev. 1-16-25)

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

CITY OF SUGAR LAND

ENGINEER:

By:

By:



Date:

Date: 10.13.2025

Title:

Title: Vice President

Company: Quiddity Engineering, LLC

MATTER NUMBER: 7794M
APPROVED AS TO FORM:

II. General Information and Terms.

Engineer's Name and Address: Quiddity Engineering, LLC
1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380

Project Description: Design Phase, Bid Phase, & Additional Services for West
Wastewater Treatment Plant Improvement (CIP CWW2309)

Maximum Contract Amount: \$2,960,000.00

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

Termination Date: See III.F.

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



City Council Agenda Request November 4, 2025

Agenda Request No: XIV.A.

Agenda of: City Council Meeting

Initiated by: Nicole Solis, Assistant Director of Neighborhood Services

Presented by: Nicole Guevara, Assistant Director of Neighborhood Services

Responsible Department: Public Works

Agenda Caption:

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2389**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS ADOPTING REVISED FOOD ESTABLISHMENT AND INSPECTIONS FEES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 4, SECTION 2-136(B) (FOOD ESTABLISHMENTS AND INSPECTIONS) OF THE CODE OF ORDINANCES, AND OTHER MATTERS RELATED THERETO.

Recommended Action:

Discuss and approve the first reading of Ordinance No. 2389 amending Chapter 2, Article V, Division 4 - Fees for Various City Services

Executive Summary:

Recent changes to state food safety laws adopted during the last legislative session require a comprehensive update to the City's food ordinance and associated fees. Staff will review major areas of impact and necessary revisions to maintain compliance with state and federal standards.

• **State Law Alignment & Local Oversight Impacts**

Revisions align City regulations with new state laws by updating definitions, fee structures, and permitting processes to reflect risk-based standards and required posting procedures. The state legislation also reduced local oversight by eliminating routine inspections for public schools, non-profits, and childcare facilities, now limited to inspections upon request, and prohibiting the City's frozen dessert sampling program.

• **Local Ordinance Clarifications**

Provides clearer standards for temporary food permits, enforcement of unpaid fees, tenant change-of-occupancy requirements, and operations at farmer's markets.

Staff will present information regarding fee changes in Chapter 2, Article V, Division 4 of the Code of Ordinances. Public Works recommends approval of Ordinance 2389.

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. FY 2026 Food establishment fees v1 (002)

ORDINANCE NO. 2389

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS ADOPTING REVISED FOOD ESTABLISHMENT AND INSPECTIONS FEES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 4, SECTION 2-136(B) (FOOD ESTABLISHMENTS AND INSPECTIONS) OF THE CODE OF ORDINANCES, AND OTHER MATTERS RELATED THERETO.

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

Section 1. That section 2-136(b) (Food establishments and inspections) is amended to read as follows:

DIVISION 4. – FEES FOR VARIOUS CITY SERVICES

Sec. 2-136. Environmental and Neighborhood Services Fees

(b) *Food establishments and inspections:*

(1) Food establishment

Permit fee, per year:

Low Risk\$258.00

Medium Risk...\$515.00

High Risk...\$773.00

Permit amendment fee, each:

Low Risk...\$125.00

Medium Risk....\$250.00

High Risk.....\$375.00

Late fee....\$100.00

(2) School food establishment

Permit fee...\$258.00

Permit amendment fee, each...\$125.00

Late fee...\$100.00

(3) Temporary Retail Food establishment permit

Single-day event....\$52.00

Multiple events...\$200.00

(4) Inspection Application...\$150.00

(5) Reinspection fee, each\$200.00

(6) Farmer's Market permit fee, per year ...\$100.00

(7) Mobile Food Unit (this subsection expires on 6/30/26)

Permit fee\$258.00

Permit amendment fee...\$125.00

Section 2. 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 3. That this ordinance is effective on January 4, 2026, or 61 days after second reading, whichever is later.

Section 4. That the Mobile Food Unit permit and amendment fees sunset on June 30, 2026.

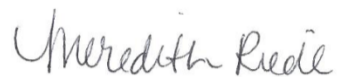
APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Clerk



City Council Agenda Request

November 4, 2025

Agenda Request No: XIV.B.

Agenda of: City Council Meeting

Initiated by: Nicole Solis, Assistant Director of Neighborhood Services

Presented by: Nicole Guevara, Assistant Director of Neighborhood Services

Responsible Department: Public Works

Agenda Caption:

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2393**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING PROVISIONS OF CHAPTER 3, ARTICLE IV (FOOD AND FOOD SERVICES) OF THE CODE OF ORDINANCES BY ADOPTING THE UPDATED FDA FOOD CODE, MAKING RELATED AMENDMENTS THERETO, AND REVISING REGULATIONS RELATING TO FOOD ESTABLISHMENTS.

Recommended Action:

Discuss and approve the first reading of Ordinance No. 2393 amending Chapter 3, Article IV Food and Food Services.

Executive Summary:

Recent changes to state food safety laws adopted during the last legislative session require a comprehensive update to the City's food ordinance. Staff will review major areas of impact and necessary revisions to maintain compliance with state and federal standards.

• State Law Alignment & Local Oversight Impacts

Revisions align City regulations with new state laws by updating definitions, fee structures, and permitting processes to reflect risk-based standards and required posting procedures. The state legislation also reduced local oversight by eliminating routine inspections for public schools, non-profits, and childcare facilities, now limited to inspections upon request, and prohibiting the City's frozen dessert sampling program.

• Adoption of 2022 FDA Food Code

Aligns City standards with current national food safety practices and clarifies requirements for sanitation, equipment, and employee hygiene.

• Local Ordinance Clarifications

Provides clearer standards for temporary food permits, enforcement of unpaid fees, tenant

change-of-occupancy requirements, and operations at farmer's markets.

Staff will present information regarding changes to Chapter 3, Article IV of the Code of Ordinances as well as any necessary FDA Food Code amendments. Public Works recommends approval of Ordinance No. 2393.

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 2393
2. Article IV Redline

ORDINANCE NO. 2393

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING PROVISIONS OF CHAPTER 3, ARTICLE IV (FOOD AND FOOD SERVICES) OF THE CODE OF ORDINANCES BY ADOPTING THE UPDATED FDA FOOD CODE, MAKING RELATED AMENDMENTS THERETO, AND REVISING REGULATIONS RELATING TO FOOD ESTABLISHMENTS.

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

Section 1. That Chapter 3, Article IV, Section 3-71 is amended to read as follows:

Sec. 3-71. Adoption, amendments, and compliance with the 2021 Texas Food Establishment Rules, the 2022 U.S. Food and Drug Administration Food Code and Supplement to the 2022 Food Code, and Appendix B of NFPA 96.

(a) Except as amended below, the 2021 Texas Food Establishment Rules (TFER) are adopted.

(b) The 2021 TFER is amended as follows:

(1) Section 228.171 is amended to read as:

§ 228.171. Wall and Ceiling Coverings and Coatings.

228.171. Walls including non-supporting partitions, wall covering and ceilings of the walk-in refrigeration units, food preparation areas, equipment washing and utensil washing areas, toilet rooms and vestibules shall be light in color.

(2) Section 228.221(a)(8)(B) is amended to read as:

(B) Drinking water in an MFU holding tank is subject to testing for contamination by sampling upon request by the regulatory authority. The owner of the MFU is responsible for fees associated with testing and retesting.

(c) The U.S. Food and Drug Administration Food Code 2022 and Supplement to the 2022 Food Code (2022 Food Code), as adopted by reference in the 2021 TFER, is amended as follows:

(1) Section 2-103.11(B) is amended to read as:

(B) persons unnecessary to the food establishment operation are not allowed in the food preparation, food storage, or warewashing areas, except that brief visits and tours may be authorized by the person in charge if steps are taken to ensure that exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles are protected from contamination; provided, however, that brief visits and tours may only occur when the food establishment is not open for general service to the public;^{Pf}

(2) Section 2-401.11(B) is amended to read as:

(B) A food employee may drink from a "cup, with lid and straw", or similar effective closed beverage container; if the container is handled to prevent contamination of the employee's hands, the container, and exposed food, clean equipment, utensils, and

linens; and unwrapped single-service and single-use articles. The person in charge shall designate a specific location away from food, equipment, utensils, single-use items, and single-use articles to store all approved employee beverage containers.

(3) Section 2-402.11 (A) amended to read as:

(A) Except as provided in ¶ (B) of this section, FOOD EMPLOYEES shall wear hair restraints that fully cover the head and any hair that extends beyond the shoulders, including ponytails. Acceptable restraints include hats, hair coverings or nets, a visor with hair net, beard restraints, and clothing that covers body hair, that are designed and worn to effectively keep their hair from contacting exposed FOOD; clean EQUIPMENT, UTENSILS, and LINENS; and unwrapped SINGLE-SERVICE and SINGLE-USE ARTICLES.

(4) Section 4-201.11 is amended to read as:

(A) EQUIPMENT and UTENSILS shall be designed and constructed to be durable and to retain their characteristic qualities under normal use conditions. Residential EQUIPMENT is prohibited in retail food establishments due to its inability to meet commercial sanitation and performance standards. All EQUIPMENT must be certified or classified for sanitation by NSF International or an equivalent ANSI-accredited testing and certification organization. EQUIPMENT shall meet applicable American National Standards for design, construction, and cleanability to ensure safe food handling and compliance with public health regulations.

(B) Food establishments in operation on or before December 31, 2025 are exempt from subsection (A), unless the facility is renovated, expanded, or changes occupancy classification requiring a new food establishment permit.

(5) Section 4-301.12 is amended by adding subsection (F) as follows:

(F) Before a 3-compartment sink is used, the permit holder shall post instructions and/or label the 3-compartment sink "wash", "rinse", and "sanitize" in the kitchen to ensure proper use of the 3-compartment sink.

(6) Section 5-202.12(A) amended to read as:

(A) A HANDWASHING SINK shall be equipped to provide water at a temperature of at least 38°C (100 °F) through a mixing valve or combination faucet. ^{Pf}

(7) Section 5-402.12 is amended to read as:

5-402.12 Grease Trap.

(A) If used, a grease trap shall be located outside of the kitchen, including the food preparation and warewashing areas. Access to the grease trap shall also be located outside of those areas, and must be easily accessible for cleaning, operation, and maintenance.

(B) The grease trap must be cleaned and serviced regularly in accordance with City guidelines. The most current waste manifest shall be maintained on-site at Food Establishment, and upon request, readily available for review.

(C) The following food establishments are exempt from subsection (A):

(1) Food establishments in operation on or before December 31, 2025, unless the facility is renovated, expanded, or changes occupancy classification requiring a new food establishment permit;

(2) Food establishments that do not utilize cooking equipment that produce airborne grease, smoke, or vapors from the cooking of animal fats, oils, or similar substances, such as fryers, griddles, charbroilers, woks, or other similar equipment; and

(3) Food establishments granted a written variance by the regulatory authority, upon the regulatory authority's determination that the establishment's layout, equipment, or plumbing configuration provides equivalent protection to prevent grease accumulation and allows for safe and effective cleaning and maintenance.

(8) Section 8-304.11, is amended by adding subsection (L) as follows:

(L) Post informational signage for Heimlich Maneuver.

(1) Purpose. The purpose of this subsection is to establish the requirements for signs depicting the Heimlich Maneuver for dislodging an obstruction from a choking person.

(2) Placement. All food establishments at which space for eating is designed or designated shall post the sign in a place conspicuous to employees or customers.

(3) Specifications. The sign shall meet the following requirements:

(a) the sign shall be printed on white paper and shall be no smaller than 11 inches wide by 17 inches long;

(b) the sign shall be printed in English and Spanish and in at least two conspicuous contrasting colors. Major title and figure blocks shall be in contrasting color to remaining copy blocks;

(c) major headings shall be a minimum Bengat Bold 72 point or equivalent;

(d) subheadings shall be a minimum Bengat Bold Italic 60 point or equivalent;

(e) remaining subheadings shall be a minimum Bengat Bold 24 point or equivalent; and

(f) body copy shall be Helios Bold 14 point or equivalent.

(d) All provisions within this article are to be read and construed in a manner that is consistent with state law, the 2021 TFER as amended, and the 2022 Food Code as amended. Any inconsistency between the requirements of this article, state law, the 2021 TFER, and the 2022 Food Code will be resolved in favor of the more restrictive requirement.

- (e) All provisions within this article related to mobile food units are to be read and construed in a manner that is consistent with state law, the 2021 TFER as amended, the 2022 Food Code as amended, and Appendix B of NFPA 96. Any inconsistency between the requirements of this article, state law, the 2021 TFER, the 2022 Food Code, and Appendix B of NFPA 96 will be resolved in favor of the more restrictive requirement.

Section 2. That Chapter 3, Article IV, Section 3-72 is amended to read as follows:

Sec. 3-72. Definitions.

In this article:

Central preparation facility means a fixed, non-mobile establishment or any other place used for the storage of supplies, the preparation of food to be sold or served on a mobile food unit or the cleaning and servicing of the mobile food unit that is licensed and inspected by the regulatory agency which oversees compliance for the territory in which the commissary is located.

Commissary means a licensed and approved location that contains a servicing area and may contain a central preparation facility.

Event producer means the person, sponsor, promoter, producer or any of their respective agents, representatives or contractors who: (1) file a written application for a special events permit, (2) operate under a Temporary retail food establishment single-day event permit, or (3) operate under a Temporary retail food establishment multiple-event permit.

Farmer means a person or entity engaged in the cultivation or production of agricultural products—including, but not limited to, fruits, vegetables, fungi, grains, fiber, honey, dairy, meat, poultry, or eggs—through the practice of agricultural arts on land they own, rent, lease, or otherwise lawfully access.

Farmer's market means a designated location for a recurring event where the majority of participating vendors are farmers or food producers who sell food directly to consumers.

Food establishment includes permanent food establishments categorized as low-risk, medium-risk, or high-risk, and mobile food units.

Food producer means a person who makes or grows food they sell, including raising animals, baking, cooking, or processing ingredients. This does not include a person who only packages or repackages food made by others.

High-risk food establishment means a permanent food establishment that prepares or handles time/temperature control for safety (TCS) foods using multi-step processes such as cooking, cooling, reheating, or extended hot/cold holding; that prepares or serves raw animal foods; or that serves a highly susceptible population. High-risk food establishments will receive a minimum of three (3) inspections annually as determined by the city. Examples include full-service restaurants, catering operations, and buffets.

Layout plan of operation means a document submitted by a property owner showing the area a mobile food unit is proposed to be parked for food serving. Also includes a property owner's acknowledgement form signed by the property owner or the owner's authorized agent acknowledging an understanding of the operating requirements within this article.

Low-risk food establishment means a permanent food establishment that prepares or serves only prepackaged foods or ready-to-serve foods with limited handling and no multi-step preparation. Such establishments may mix, pour, or assemble food or beverage items for immediate service but do not cook, cool, reheat, or hold foods for later consumption. Low-risk food establishments will receive at least one (1) routine food inspection annually. Examples include convenience stores and coffee shops.

Medium-risk food establishment means a permanent food establishment that prepares and serves time/temperature control for safety (TCS) foods primarily for same-day service and does not routinely engage in complex processes such as cooling and reheating for later use or extended hot-holding. Medium-risk food establishments mostly prepare foods to order, or hold cooked foods for short periods before service, and will receive at least two (2) routine inspections annually. Examples include fast food outlets and small diners.

Mobile food unit or *MFU* means an enclosed unit, truck, trailer, or similar vehicle-mounted establishment used for the preparation, sale, or donation of on-site prepared food.

Permanent food establishment means a fixed, non-moveable facility where food is prepared and served in individual portions for consumption either on or off the premises, regardless of whether compensation is received. Such establishments are classified by the city as low-risk, medium-risk, or high-risk operations. This term includes what is commonly referred to as a “brick-and-mortar” food establishment.

Person in charge means a certified food protection manager who is present at a food establishment at the time of inspection and responsible for the operation of the food establishment. A person in charge must be on-site during all hours of operation.

Private catered event means an event that is exempt from food permitting requirements because food service is provided exclusively to invited guests and is not open to the general public. To qualify as a private catered event:

- (1) The event must not be publicly advertised or open to walk-in attendance;
- (2) Any exchange of money must be limited to pre-arranged contracts, admission, or catering fees and not the on-site sale of individual food or beverage items to the general public; and
- (3) The event must be clearly identifiable as private-catered through effective methods such as:
 1. wristbands;
 2. formal invitations;
 3. signage posted at the entrance or in a conspicuous location; or
 4. other means that clearly communicates the event’s private nature.

Servicing area means a base location to which a mobile food unit or transportation vehicle returns regularly for such things as vehicle cleaning, discharging liquid or solid wastes, refilling water tanks and ice bins, and boarding food. No preparation, service or utensil/warewashing is conducted in the servicing area.

School food establishment means a food service operation conducted on a for-profit basis by a private contractor within a school facility.

Temporary retail food establishment single-day event permit means a permit that authorizes a temporary food establishment vendor to operate at a single, specific event for a period not to exceed fourteen (14) consecutive days from the permit's effective date. The permit is event-specific, location-specific, authorizes one booth or unit, and is non-transferable.

Temporary retail food establishment multiple-event permit means a permit that authorizes a temporary food establishment vendor to operate at more than one event for a period up to one (1) year from the permit's effective date, provided that each individual event does not exceed fourteen (14) consecutive days. The permit is limited to the permittee named and is non-transferable.

Temporary retail food establishment vendor means a person or business that operates a mobile food unit, food service booth, or food service stand at a temporary event or permitted farmer's market, and holds a valid permit to prepare, serve, or sell food to the public for a limited duration.

Section 3. That Chapter 3, Article IV, Section 3-73 is amended to read as follows:

Sec. 3-73. General regulations.

- (a) The provisions of this chapter pertaining to food establishments apply to the commissary or other permanent food establishment where the food supplies are obtained for a mobile food unit. Any suspension or revocation of the food establishment permit for an establishment is cause for suspension or revocation of the medallion of any mobile food unit whose food supplies are being obtained from that establishment.
- (b) A cottage food operation, as defined in Chapter 437 of the Texas Health and Safety Code, is exempt from the licensing, permitting, inspection, and fee requirements of this article. The city does not regulate the production, sale, or sampling of foods prepared by such operations except as authorized by state law.

Section 4. That Chapter 3, Article IV, Section 3-74 is amended to read as follows:

Sec. 3-74. Certified food protection manager and food handler requirements.

- (a) Food establishments must be operated under the supervision of persons holding a valid certified food protection manager's certificate issued by or through a program recognized by the Texas Department of State Health Services. To be a valid certified food protection manager's certification, the certificate must have been issued within the last five years.
- (b) Food establishments having multiple preparation or processing areas or at such a distance that a single individual may not effectively supervise activities in each must have a person in charge who has a valid certified food protection manager's certification located within each area.
- (c) It is a defense to prosecution under subsection (a) or (b) that the food establishment area or specific preparation area was not, at the time of the alleged offense, in use for the manufacturing, production, preparation, processing or packaging of food or the conduct of make-ready activities commenced prior to or cleanup activities performed afterward.

- (d) While on duty, a certified food protection manager must keep their valid certified food protection manager's certification card on their person, and provide it to a city food inspector upon request.
- (e) The city may disqualify a certified food protection manager from serving as the person-in-charge at a food establishment if:
 - (1) The certified food protection manager interferes with an inspection of the food establishment(s) by the city; or
 - (2) There are repeated or serious violations of these regulations, federal or state food laws, or laws regulating the operation of the food establishment at times the certified food protection manager is employed by that food establishment.

The city will provide written notice of the disqualification stating the reasons and the effective date. A disqualified individual may request reinstatement by submitting a written request to the city demonstrating completion of another State approved certification course.

- (f) All food establishment employees that are involved in the preparation of food served to the public must obtain a food handler certification. The course must impart the knowledge required of a person in charge under the Texas Food Establishment Rules, 2022 FDA Food Code, and be recognized by the State.
- (g) The city may require a food establishment to remove a food handler from food-handling duties if:
 - (1) The food handler interferes with an inspection of the food establishment by the city; or
 - (2) There are repeated or serious violations of these regulations, federal or state food laws, or laws regulating the operation of the food establishment at times the food handler is working at that food establishment.
- (h) At least one (1) certified food protection manager or food handler must be present at each food service booth or stand operating under a temporary retail food establishment single-event permit, multiple-event permit, or a farmer's market permit during all hours of operation at every event.

Section 5. That Chapter 3, Article IV, Section 3-75 is amended to read as follows:

Sec. 3-75. Medallion or permit required.

- (a) *Permit required.* It is unlawful for a person to operate a food establishment without a valid permit or medallion issued by the city. A food establishment permit or medallion is valid for the location specified thereon and may not be transferred from place to place. A food establishment permit or medallion will become void upon the closing of any sale of the establishment. A new owner must submit an application for an annual food establishment permit, pass an inspection, and make payment for the annual food establishment permit and any applicable amendment fees prior to operation. All food establishment permits and medallions remain the property of the city.
- (b) *Application.* Any person desiring to obtain a food establishment permit or medallion must submit an electronic application on the city's webpage. If the application is for a temporary retail food establishment single-day event, the application must be submitted online at the

city's webpage at least five days prior to the beginning of temporary food service operations. If the application is for a temporary retail food establishment multiple-event, the application must be submitted online at the city's webpage at least 14 days prior to the beginning of temporary food service operations. Forms must be completely and accurately filled out, and all required documentation must be submitted.

- (c) *Changes.* A permit or medallion holder must notify the city of any change to the information submitted in an application for a permit or medallion, including a change of address, email, or telephone number of the permit or medallion holder. The notification must be given to the city in writing within ten days of the change.

Section 6. That Chapter 3, Article IV, Section 3-76 is amended to read as follows:

Sec. 3-76. Farmer's market food permit.

- (a) It is unlawful for a person to operate a farmer's market without a valid farmer's market food permit issued by the city.
- (b) A permitted farmer's market must include at least two vendors who meet the definition of "farmer" as outlined in this article. The farmer's market may also include vendors who meet the definition of "food producer" as outlined in this article. Vendors who do not qualify as farmers or food producers may participate only if farmers and food producers collectively constitute the majority of vendors participating in the market throughout the calendar year.
- (c) A farmers' market permit holder may authorize participation by the following categories of operators provided the market meets the composition requirements of subsection (b):
 - (1) Temporary retail food establishment vendors holding a single-day or multiple-event permit;
 - (2) City-licensed permanent food establishments operating in compliance with their existing permits; and
 - (3) Mobile food units operating in compliance with Sections 3-85 through 3-89 of this article.
- (d) The farmer's market permit holder must be physically present on-site during all hours of operation, including setup, active event duration, and breakdown to ensure compliance and address any operational or public safety concerns.

Section 7. That Chapter 3, Article IV, Section 3-77 is amended to read as follows:

Sec. 3-77. Temporary food establishment permits.

- (a) A temporary retail food establishment single-day event permit may be issued to an event producer, mobile food unit, or vendor for a period of time not to exceed 14 consecutive days. A temporary retail food establishment single-day event permit is not required if:
 - (1) The temporary retail food establishment single-day event is operated by a person who holds a valid food establishment permit issued under this article;

- (2) The operation of the temporary retail food establishment single-day event is within the scope of the regulated and inspected activities of the holder of a valid food establishment permit;
 - (3) All food is prepared inside of the permitted establishment by the holder of the valid food establishment permit and then served outdoors on the same premises; and
 - (4) The event producer lists the permitted establishment as a vendor during the application process.
- (b) A temporary retail food establishment multiple-event permit may be issued to an event producer, mobile food unit, or vendor for multiple events occurring within one (1) year from the permit's effective date, provided that each event does not exceed 14 consecutive days. To qualify for a temporary retail food establishment multiple-event permit:
 - (1) A completed application and required documentation must be submitted to the city for approval;
 - (2) The event must comply with all state and local regulations pertaining to temporary events;
 - (3) Each individual event must not exceed 14 consecutive days; and
 - (4) The permit holder must notify the city of each scheduled event under a temporary retail food establishment multiple event permit. Notification shall be made by accessing the City of Sugar Land Customer Self-Service Portal and entering the required event information, including the event address, date, and time. Notification must be submitted prior to the commencement of each event and in accordance with any additional timelines or procedures established by the city.
- (c) Event producers and temporary retail food establishment vendors must be physically present on-site during all hours of operation under a temporary retail food establishment single-day or multiple-event permit, including setup, active event duration, and breakdown to ensure compliance with applicable regulations and to address any operational or public safety concerns.
- (d) A mobile food unit operating under a temporary retail food establishment single-day or multiple-event permit must comply with Sections 3-85 through 3-89 of this article.

Section 8. That Chapter 3, Article IV, Section 3-78 is amended to read as follows:

Sec. 3-78. Fees.

- (a) Fees will be charged at the rates established in chapter 2 of this code.
- (b) Annual permit fee for permanent food establishments. The non-refundable annual permit fee for a permanent food establishment will be assessed based on a standard risk classification as determined by the city. Establishments will be categorized as low-risk, medium-risk, or high-risk for the purpose of fee determination.
- (c) Mobile food unit medallion fee. An annual fee for the mobile food unit medallion will be collected by the city following the annual inspection and approval of a mobile food unit

(MFU). Should an individual or entity own more than one MFU, a medallion must be obtained for each individual MFU.

- (d) Inspection fee. Any entity requesting an inspection must pay an inspection application fee at the rate established in chapter 2 of this code. The fee is assessed per inspection and invoiced upon approval of the application.
- (e) Temporary retail food establishment permit fees.
 - (1) Single-day event fee. Flat fee per day as listed in chapter 2 of this code.
 - (2) Multiple event fee. Flat fee per year as listed in chapter 2 of this code.
- (f) Farmer's market fee. Flat fee per year as listed in chapter 2 of this code.
- (g) Food establishment permit late fee. A food establishment permit late fee will be charged to renew a food establishment permit if the permit fee is not received by the city on or before the date of expiration of the permit. Any new permit issued to the owner for a food establishment at the same location will be deemed a renewal, unless the owner demonstrates to the city, by clear and convincing evidence, that the food establishment has not operated since the prior food establishment permit expired.
- (h) Amendment fee. An applicant must pay an amendment fee as listed in chapter 2 of this code for an amendment to an existing food establishment permit. This includes, but is not limited to, tenant changes of occupancy, business name changes, modifications to risk classifications, and/or any other similar amendment types listed in chapter 2 of this code.
- (i) School food establishment permit and amendment fees. Flat fee(s), as listed in chapter 2 of this code.
- (j) Food establishment reinspection fee. The city may assess a reinspection fee as listed in chapter 2 of this code if inspection of the food establishment is necessary to cure a violation that presents a direct and significant risk to public health. The owner must pay the reinspection fee prior to receiving another inspection to confirm abatement. Only one reinspection fee may be assessed within a 60-day period following the previous inspection, unless the food establishment has not made reasonable efforts to correct the cited violation. In setting the date for any reinspection, the city may consider both the seriousness of the violations, and the resources available to the owner that may be used to achieve compliance.

Section 9. That Chapter 3, Article IV, Section 3-79 is amended to read as follows:

Sec. 3-79. Suspension of permit or medallion, and temporary closures of food establishments.

- (a) *Suspension.* The city is authorized to suspend a permit or medallion issued under this article when the city finds:
 - (1) Any food establishment in a condition which poses an imminent risk to the health or safety of the public or the employees of the food establishment;
 - (2) An event producer or temporary retail food establishment single-event or multiple event permit holder failed to provide the required updated information;
 - (3) Repeated critical violations (e.g. faulty equipment, cleanliness, or pest issues);

- (4) Fees specified in Chapter 2 of this code that remain unpaid for a period exceeding sixty (60) calendar days. Such fees will be deemed delinquent and the delinquency will continue until all outstanding fees are paid in full; and
 - (5) A violation of a provision of this article that lists suspension as a penalty.
- (b) *Temporary closures.* The city is authorized to temporarily close a food establishment under this article when the city finds any food establishment in a condition which poses an imminent risk to the health or safety of the public or the employees of the food establishment, including, but not limited to:
 - (1) Operating without a valid, current permit or medallion;
 - (2) No drinking water or hot water available;
 - (3) Insanitary conditions;
 - (4) Power outage;
 - (5) Walk-in cooler not working (time/temperature control for safety foods cannot be held in a safe manner);
 - (6) Sewage back-up;
 - (7) Fire;
 - (8) Pest infestation;
 - (9) No toilet in working order.
- (c) At the time the permit or medallion is suspended or the food establishment is temporarily closed, the city will issue an inspection report to the food establishment stating that the permit or medallion has been suspended or the food establishment closed, and specifying the reasons for the suspension or closure. When the inspection report is issued, all food operations must cease immediately. When a permit or medallion has been suspended, the city may physically remove it from the premises. In the case of a temporary closure, a city closure notice will be affixed to the exterior door or window of front entrance.
- (d) *Reinstatement of suspended permit or medallion.* When a permit or medallion required by this article has been suspended, the party to whom the permit was issued may file a request for reinstatement of the permit or medallion with the city. The request must include a statement signed by the applicant that the violations specified by the city at the time of the suspension no longer exist. Within 72 hours after the receipt of the request, the city will make an inspection and thereafter as many re-inspections as the city may deem necessary to determine that the applicant has complied with the requirements of this article. When the city's findings indicate compliance, the city will reinstate the permit or medallion.
- (e) *Approval to resume food establishment operations.* When a food establishment is required by this article to close, the person in charge may request a re-inspection from the city. The request for re-inspection must include a verbal or written statement that the violations specified by the city at the time of the closure no longer exist. Within 72 hours after the receipt of the request, the city will make an inspection and thereafter as many re-inspections as the city may deem necessary to determine that the requestor has complied with the requirements of this article. When the city's findings indicate compliance, the city will remove closure notice from

exterior door or window of front entrance, and issue an inspection report or notice to the food establishment stating that the food operations may resume.

(f) *Suspension of temporary retail food establishment permit.*

- (1) The event producer or permit holder of a single-day or multiple-event permit for a temporary retail food establishment is fully responsible for ensuring compliance with all permit requirements. The city may suspend a temporary food establishment permit without prior notice if an imminent health hazard exists or if the permit holder obstructs inspection. The suspension will take effect immediately upon notice by the city. Within five (5) business days after a suspension, the city will provide written notice to the event producer or permit holder specifying the basis for the suspension, the corrective measures required, and whether the suspension will affect eligibility for future permits. The city may impose a reapplication suspension period of up to one (1) year beginning on the date of the violation.
- (2) A permit holder whose permit has been suspended must reapply for a temporary food establishment permit after the suspension period expires. If an application is submitted before the conclusion of the suspension period, the applicant will be notified of its denial. To protect public health and safety, the city may extend the suspension period for up to three (3) years in cases involving serious or repeated violations, based on public health criteria established by the city in accordance with applicable federal and state regulations.
- (3) The event producer or permit holder may submit a written appeal to the city within thirty (30) days after receipt of a notice of suspension. The appeal must include:
 - a. A description of the violations that caused suspension, and their impact on public health;
 - b. corrective actions taken; and
 - c. a plan to prevent future violations.

If the appeal is accepted, the city will schedule a hearing to determine whether reapplication may occur before the suspension period ends. If the appeal is denied, the event producer or vendor must wait until the full suspension period has elapsed before reapplying for a temporary retail food establishment permit.

Section 10. That Chapter 3, Article IV, Section 3-82 is amended to read as follows:

Sec. 3-82. Inspections.

- (a) The city will conduct inspections of food establishments, farmer's markets, and operations conducted under a temporary food establishment permit within the city limits to verify compliance with applicable state and federal laws and regulations, and the provisions of this code. Failure to allow the city to conduct inspections of the establishment will result in the revocation of the food establishment's permits or medallions.
- (b) The following entities may submit an application for an inspection:

- (1) A school cafeteria that is run by an Independent School District that requires two (2) inspections per year;
 - (2) A childcare facility that is licensed by the Texas Health and Human Services (HHS) Child Care that requires an annual inspection;
 - (3) A non-profit organization requesting an inspection for food-service operations;
 - (4) A food establishment or event producer requesting a pre-operational inspection or consultation; or
 - (5) Any other entity requesting an inspection related to food operations where such inspection is authorized by state law or falls within the city's regulatory authority.
- (c) The permit or medallion holder or his designee will ensure that a person in charge or certified food protection manager is present at the food establishment during all hours of operation. If no designated person in charge is present on the premises during inspection, the food inspector may select a person from among employees present to serve as the person in charge, to implement those corrections requiring immediate action, and communicate the findings of the inspection to the owner or absent person in charge.

Section 11. That Chapter 3, Article IV, Section 3-83 is amended to read as follows:

Sec. 3-83. Construction, remodeling of permanent food establishments; change in ownership.

- (a) Permanent food establishments may not be constructed, remodeled, or altered except in accordance with plans and specifications approved by the city.
- (b) Plans must be submitted in compliance with the requirements for obtaining construction permits. The plans and specifications must indicate the proposed layout, arrangement, and construction materials of areas to be modified or constructed, and proposed equipment and facilities.
- (c) The city will approve the plans and specifications only after the applicant has made all modifications necessary to comply with state and city requirements.
- (d) A permanent food establishment must be inspected by the city and obtain a certificate of occupancy prior to commencing operation to verify compliance with the approved plans and specifications.
- (e) A permanent food establishment must notify the city of a change in ownership by submitting a Tenant Change of Occupancy application within (30) thirty days of the effective date of the change. The following conditions require notice under this section:
 - (1) *Transfer Between Active Sales-Tax Holders.* Ownership is transferred while both the previous and new owners hold active state sales-tax permits.
 - (2) *Lapse in State Authorization.* The previous owner's sales-tax permit becomes inactive before the new owner's permit is issued.
 - (3) *No Active State Authorization.* Neither owner holds a valid state sales-tax permit at the time of transfer. In such cases, the establishment may not operate until all required state authorizations are obtained.

- (4) *City Observation.* The city determines, through inspection or other observation, that a change in ownership has occurred without proper notification. Upon written notice from the city, the current operator must submit the required application within thirty (30) days.

Section 12. That Chapter 3, Article IV, Section 3-84 is amended to read as follows:

Sec. 3-84. Requirements for dogs in outdoor dining areas.

- (a) A permanent food establishment may permit a customer to be accompanied by a dog in an outdoor dining area if:
 - (1) The permanent food establishment posts a sign in a conspicuous location in the outdoor dining area stating that dogs are permitted;
 - (2) The customer and dog access the outdoor dining area directly from the exterior of the permanent food establishment;
 - (3) The dog does not enter the interior of the permanent food establishment;
 - (4) The customer keeps the dog on a leash and controls the dog;
 - (5) The customer does not allow the dog on a seat, table, countertop, or similar surface; and
 - (6) In the outdoor dining area, the permanent food establishment does not:
 - a. Prepare food; or
 - b. Permit open food other than food that is being served to the customer.
- (b) The requirements of this section do not apply to a service animal, as defined by V.T.C.A., Health and Safety Code, § 437.023(c).

Section 13. That Chapter 3, Article IV, Section 3-85 is amended to read as follows:

Sec. 3-85. General operations.

- (a) All mobile food units operating in the city must have a city-issued medallion or temporary retail food establishment single-day or multiple-event permit. It is a defense to prosecution under this section that the mobile food unit was (i) permitted as part of a special event as defined in chapter 5, article 8 of this Code, or (ii) utilized as a catering truck for a private catered event, where no sales to the public are made.
- (b) Food preparation.
 - (1) No food may be stored or prepared at any location except in the mobile food unit or in a licensed commissary or permanent food establishment as listed in the application submitted for the mobile food unit permit.
 - (2) Cooking may not be conducted while the vehicle is in motion.
 - (3) All cooking equipment and hot holding units must be located at the rear of the mobile food unit. All cooking equipment must be properly vented.
 - (4) Covers with secure latches for deep fryers, steam tables, and similar equipment must be installed and used while the mobile food unit is in motion.

- (c) Mobile food units must have a least ten feet clearance from any building, structure, vehicle, and any combustible materials.
- (d) No public seating may be located within the mobile food unit.
- (e) Mobile food units must remain at least 15 feet from a fire hydrant and must not block fire lanes and fire access roads.
- (f) A mobile food unit must be fully serviced daily at the licensed commissary noted on the application for the mobile food unit medallion.
- (g) Sewage and other liquid wastes must be removed from the mobile food unit at an approved waste servicing area or by a sewage transport truck in a manner that prevents the creation of a public health hazard or nuisance.
- (h) Mobile food units must be located no further than 1,000 feet from a restroom during all hours of operation. Mobile food units must maintain a signed restroom agreement providing access to restrooms for operators and employees.

Section 14. That Chapter 3, Article IV, Section 3-86 is amended to read as follows:

Sec. 3-86. Location of operations.

Mobile food units may serve food at the following stationary sites:

- (a) Active construction site. A mobile food unit may provide food services to active construction sites with a city-issued medallion as follows:
 - (1) Nonresidential—Must serve on private property within a 100-foot radius of a property for which an active building permit has been issued for non-residential construction.
 - (2) Residential—Must serve within a 100-foot radius of a property which an active building permit for the construction of at least three residential dwelling units has been issued.
- (b) Professional office site location. A mobile food unit may provide food services to: (i) A professional office building (not less than 50,000 square feet in size) or (ii) Group of professional office buildings (not less than 50,000 square feet in size) developed on a single platted reserve with a city-issued medallion and a city-issued temporary retail food establishment single-day or multiple-event permit. Service must be conducted only on the private property.
- (c) Multi-family site location. A mobile food unit may provide food services to a multi-family site with a city-issued medallion and a city-issued temporary retail food establishment single-day or multiple-event permit. The mobile food unit must serve on private property located internally to the overall multi-family site. Approval and oversight of the on-site multi-family management representatives is required.
- (d) Residential homeowner association (HOA)/Property owner association (POA) site location. A mobile food unit may provide food services at a HOA or POA site with a city-issued medallion and city-issued temporary retail food establishment single-day or multiple-event permit. Service must occur at the association's community facility under the oversight of the HOA/POA management representatives.

- (e) Residential single-family site location. A mobile food unit may provide food services to a private party at a residential single-family site without a city-issued medallion or city-issued permit if the food service is sponsored by the property owner and has no individual sale to the general public. Under this subsection, mobile food unit operations must cease by 10:00 p.m. Sunday through Thursday, and by 10:00 p.m. Friday and Saturday.
- (f) City facilities and destination venues. Regulations for mobile food units on city facilities are governed by each facility's operational requirements and the parks and recreation department's food truck reservation policies. Regulations for mobile food units at destination venues are governed by the city's special events policy and procedures (DE-101).
- (g) Public school locations. A mobile food unit may provide food services at a site owned or operated by a public school with a city-issued medallion and city-issued temporary retail food establishment single-day or multiple-event permit. Approval and oversight of the public school is required.

Section 15. That any person found guilty of violating this ordinance will be fined not more than \$2,000.00 for each offense. Notice of the enactment of this ordinance will be given by publishing the ordinance or its descriptive caption and penalty in the City's official newspaper one time within thirty days of passage.

Section 16. 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:



Linda Mendenhall, City Clerk

ARTICLE IV. FOOD AND FOOD SERVICES¹

DIVISION 1. REGULATIONS APPLYING TO ALL FOOD ESTABLISHMENTS.

Sec. 3-71. Adoption, amendments and compliance with the 2021 Texas Food Establishment Rules, the ~~2022~~ U.S. Food and Drug Administration Food Code and Supplement to the ~~2022~~ Food Code, and Appendix B of NFPA 96.

- (a) Except as amended below, the 2021 Texas Food Establishment Rules (TFER) are adopted.
- (b) The 2021 TFER is amended as follows:
 - (1) Section 228.171 is amended to read as:

§ 228.171. Wall and Ceiling Coverings and Coatings.

228.171. Walls including non-supporting partitions, wall covering and ceilings of the walk-in refrigeration units, food preparation areas, equipment washing and utensil washing areas, toilet rooms and vestibules shall be light in color.
 - (2) Section 228.221(a)(8)(B) is amended to read as:

(B) Drinking water in an MFU holding tank is subject to testing for contamination by sampling upon request by the regulatory authority. The owner of the MFU is responsible for fees associated with testing and retesting.
- (c) The U.S. Food and Drug Administration Food Code ~~2022~~ and Supplement to the ~~2022~~ Food Code (~~2022~~ Food Code), as adopted by reference in the 2021 TFER, is amended as follows:
 - (1) Section 2-103.11(B) is amended to read as:

(B) persons unnecessary to the food establishment operation are not allowed in the food preparation, food storage, or warewashing areas, except that brief visits and tours may be authorized by the person in charge if steps are taken to ensure that exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles are protected from contamination; provided, however, that brief visits and tours may only occur when the food establishment is not open for general service to the public;^{PF}
 - (2) Section 2-401.11(B) is amended to read as:

(B) A food employee may drink from a "cup, with lid and straw", or similar effective closed beverage container; if the container is handled to prevent contamination of the employee's hands, the container, and exposed food, clean equipment, utensils, and linens; and unwrapped single-service and single-use

¹Editor's note(s)—Ord. No. 2136, § 2, adopted September 18, 2018 repealed the former Art. IV, §§ 3-71—3-83, and enacted a new Art. IV as set out herein. The former Art. IV pertained to similar subject matter and derived from Ord. No. 1285, § 3, 2-20-01; Ord. No. 1427, § 3, 1-4-04; Ord. No. 1577, § 19, 8-1-2006.

articles. The person in charge shall designate a specific location away from food, equipment, utensils, single-use items, and single-use articles to store all approved employee beverage containers.

(3) Section 2-402.11 (A) amended to read as:

(A) Except as provided in ¶ (B) of this section, FOOD EMPLOYEES shall wear hair restraints that fully cover the head and any hair that extends beyond the shoulders, including ponytails. Acceptable restraints include hats, hair coverings or nets, a visor with hair net, beard restraints, and clothing that covers body hair, that are designed and worn to effectively keep their hair from contacting exposed FOOD; clean EQUIPMENT, UTENSILS, and LINENS; and unwrapped SINGLE-SERVICE and SINGLE-USE ARTICLES.

(4) Section 4-201.11 is amended to read as:

(A) EQUIPMENT and UTENSILS shall be designed and constructed to be durable and to retain their characteristic qualities under normal use conditions. Residential EQUIPMENT is prohibited in retail food establishments due to its inability to meet commercial sanitation and performance standards. All EQUIPMENT must be certified or classified for sanitation by NSF International or an equivalent ANSI-accredited testing and certification organization. EQUIPMENT shall meet applicable American National Standards for design, construction, and cleanability to ensure safe food handling and compliance with public health regulations.

(B) Food establishments in operation on or before December 31, 2025 are exempt from subsection (A), unless the facility is renovated, expanded, or changes occupancy classification requiring a new food establishment permit.

(5) Section 4-301.12 is amended by adding subsection (F) as follows:

(F) Before a 3-compartment sink is used, the permit holder shall post instructions and/or label the 3-compartment sink "wash", "rinse", and "sanitize" in the kitchen to ensure proper use of the 3-compartment sink.

(6) Section 5-202.12(A) amended to read as:

(A) A HANDWASHING SINK shall be equipped to provide water at a temperature of at least 38°C (100 °F) through a mixing valve or combination faucet. ^{Pf}

(74) Section 5-402.12 is amended to read as:

5-402.12 Grease Trap.

(A) If used, a grease trap shall be located outside of the kitchen, including the food preparation and warewashing areas~~area~~. Access to the grease trap shall also be located outside of the food preparation and warewashing those areas, and must be easily accessible for cleaning, operation, and maintenance.

(B) The grease trap must be cleaned and serviced regularly in accordance with City guidelines. The most current waste manifest shall be maintained on-site at Food Establishment, and upon request, readily available for review.

(C) The following food establishments are exempt from subsection (A):

(1) Food establishments in operation on or before December 31, 2025, unless the facility is renovated, expanded, or changes occupancy classification requiring a new food establishment permit;

(2) Food establishments that do not utilize cooking equipment that produce airborne grease, smoke, or vapors from the cooking of animal fats, oils, or similar substances, such as fryers, griddles, charbroilers, woks, or other similar equipment.

(3) Food establishments granted a written variance by the regulatory authority, upon the regulatory authority's determination that the establishment's layout, equipment, or plumbing configuration provides equivalent protection to prevent grease accumulation and allows for safe and effective cleaning and maintenance.

(85) Section 8-304.11, is amended by adding subsection (L) as follows:

(L) Post informational signage for Heimlich Maneuver.

- (1) Purpose. The purpose of this subsection is to establish the requirements for signs depicting the Heimlich Maneuver for dislodging an obstruction from a choking person.
- (2) Placement. All food establishments at which space for eating is designed or designated shall post the sign in a place conspicuous to employees or customers.
- (3) Specifications. The sign shall meet the following requirements:
 - (a) the sign shall be printed on white paper and shall be no smaller than 11 inches wide by 17 inches long;
 - (b) the sign shall be printed in English and Spanish and in at least two conspicuous contrasting colors. Major title and figure blocks shall be in contrasting color to remaining copy blocks;
 - (c) major headings shall be a minimum Bengeat Bold 72 point or equivalent;
 - (d) subheadings shall be a minimum Bengeat Bold Italic 60 point or equivalent;
 - (e) remaining subheadings shall be a minimum Bengeat Bold 24 point or equivalent; and
 - (f) body copy shall be Helios Bold 14 point or equivalent.
- (d) All provisions within this article are to be read and construed in a manner that is consistent with state law, the 2021 TFER as amended, and the 20~~22~~²¹ Food Code as amended. Any inconsistency between the requirements of this article, state law, the 2021 TFER, and the 20~~22~~²¹ Food Code will be resolved in favor of the more restrictive requirement.
- (e) All provisions within this article related to mobile food units are to be read and construed in a manner that is consistent with state law, the 2021 TFER as amended, the 20~~22~~²¹ Food Code as amended, and Appendix B of NFPA 96. Any inconsistency between the requirements of this article, state law, the 2021 TFER, the 20~~22~~²¹ Food Code, and Appendix B of NFPA 96 will be resolved in favor of the more restrictive requirement.

Sec. 3-72. Definitions.

In this article:

Central preparation facility means a fixed, non-mobile establishment or any other place used for the storage of supplies, the preparation of food to be sold or served on a mobile food unit or the cleaning and servicing of the mobile food unit that is licensed and inspected by the regulatory agency which oversees compliance for the territory in which the commissary is located.

Commissary means a licensed and approved location that contains a servicing area and may contain a central preparation facility.

Event producer means the person, sponsor, promoter, producer or any of their respective agents, representatives or contractors who: (1) file a written application for a special events permit, (2) operate under a Temporary retail food establishment single-day event permit ~~Type I permit~~, or (3) operate under a Temporary

retail food establishment multiple-event permit. Type II permit. Event producers are required to be present during setup, duration and breakdown.

Permanent food establishment means a fixed, non-moveable facility where food is prepared and served in individual portions for consumption either on or off the premises, regardless of whether compensation is received. Such establishments are classified by the city as low-risk, medium-risk, or high-risk operations based on public health criteria. This term includes what is commonly referred to as a "brick-and-mortar" food establishment. ~~Fixed food establishment means a non-moveable place where food is prepared and intended for individual portion service. This includes the site at which individual portions are provided for consumption on or off the premises and regardless of whether there is a charge for the food. Also known as a "brick and mortar" food establishment.~~

Farmer means a person or entity engaged in the cultivation or production of agricultural products—including, but not limited to, fruits, vegetables, fungi, grains, fiber, honey, dairy, meat, poultry, or eggs—through the practice of agricultural arts on land they own, rent, lease, or otherwise lawfully access.

Farmer's market means a designated location for a recurring event where the majority of participating vendors are farmers or food producers who sell food directly to consumers.

Food establishment includes ~~fixed permanent~~ food establishments categorized as low-risk, medium-risk, or high-risk operations, and mobile food units.

Food producers means a person who makes or grows food they sell, including raising animals, baking, cooking, or processing ingredients. This does not include a person who only packages or repackages food made by others.

High-risk food establishment means a permanent food establishment that prepares or handles time/temperature control for safety (TCS) foods using multi-step processes such as cooking, cooling, reheating, or extended hot/cold holding; that prepares or serves raw animal foods; or that serves a highly susceptible population. High-risk food establishments will receive a minimum of three (3) inspections annually as determined by the city. Examples include full-service restaurants, catering operations, and buffets.

Layout plan of operation means a document submitted by a property owner showing the area a mobile food unit is proposed to be parked for food serving. Also includes a property owner's acknowledgement form signed by the property owner or the owner's authorized agent acknowledging an understanding of the operating requirements within this article.

Low-risk food establishment means a permanent food establishment that prepares or serves only prepackaged foods or ready-to-serve foods with limited handling and no multi-step preparation. Such establishments may mix, pour, or assemble food or beverage items for immediate service but do not cook, cool, reheat, or hold foods for later consumption. Low-risk food establishments will receive at least one (1) routine food inspection annually. Examples include convenience stores and coffee shops.

Medium-risk food establishment means a permanent food establishment that prepares and serves time/temperature control for safety (TCS) foods primarily for same-day service and does not routinely engage in complex processes such as cooling and reheating for later use or extended hot-holding. Medium-risk food establishments mostly prepare foods to order, or hold cooked foods for short periods before service, and will receive at least two (2) routine inspections annually. Examples include fast food outlets and small diners.

Mobile food unit or MFU means an enclosed unit, truck, trailer, or similar vehicle-mounted establishment used for the preparation, sale, or donation of on-site prepared food.

Person in charge means a certified food protection manager who is present at a food establishment at the time of inspection and responsible for the operation of the food establishment. A person in charge must be on-site during all hours of operation.

Private catered event means an event that is exempt from food permitting requirements because food service is provided exclusively to invited guests and is not open to the general public. To qualify as a private catered event:

-
- (1) The event must not be publicly advertised or open to walk-in attendance;
 - (2) Any exchange of money must be limited to pre-arranged contracts, admission, or catering fees and not the on-site sale of individual food or beverage items to the general public; and
 - (3) The event must be clearly identifiable as private-catered through effective methods such as:
 1. wristbands;
 2. formal invitations;
 3. signage posted at the entrance or in a conspicuous location; or
 - 1-4. other means that clearly communicates the event's private nature.

~~Retail frozen dessert manufacturing establishment means a food establishment where frozen dessert mixes are frozen or partially frozen within and in contact with an enclosed freezing compartment, and dispensed for retail sale or distribution.~~

Servicing area means a base location to which a mobile food unit or transportation vehicle returns regularly for such things as vehicle cleaning, discharging liquid or solid wastes, refilling water tanks and ice bins, and boarding food. No preparation, service or utensil/warewashing is conducted in the servicing area.

School food establishment means a food service operation conducted on a for-profit basis by a private contractor within a school facility.

Temporary retail food establishment single-day event permit ~~food establishment Type I~~ means a permit that authorizes a temporary food establishment vendor to ~~that operates~~ at a single, specific event for a period not to exceed fourteen (14) consecutive days from the permit's effective date. The permit is event-specific, location-specific, authorizes one booth or unit, and is non-transferable.

Temporary retail food establishment multiple-event permit ~~food establishment Type II~~ means a permit that authorizes a temporary food establishment vendor to ~~that operates~~ at more than one event for a period up to one (1) year from the permit's effective date, provided that each individual event does not exceed fourteen (14) consecutive days. The permit is limited to the permittee named and is non-transferable. ~~for up to 110 days per permit year.~~

Temporary retail food establishment vendor means a person or business that operates a mobile food unit, food service booth or stand at a temporary event or permitted farmer's market, and holds a valid permit to prepare, serve, or sell food to the public for a limited duration.

Sec. 3-73. General regulations.

- (a) The provisions of this chapter pertaining to food establishments apply to the commissary or other ~~fixed~~ permanent food establishment where the food supplies are obtained for a mobile food unit. Any suspension or revocation of the food establishment permit for an establishment is cause for suspension or revocation of the medallion of any mobile food unit whose food supplies are being obtained from that establishment.
- (b) A cottage food operation, as defined in Chapter 437 of the Texas Health and Safety Code, is exempt from the licensing, permitting, inspection, and fee requirements of this article. The city does not regulate the production, sale, or sampling of foods prepared by such operations except as authorized by state law.

Sec. 3-74. Certified food protection manager and food handler requirements.

- (a) Food establishments must be operated under the supervision of persons holding a valid certified food protection manager's certificate issued by or through a program recognized by the Texas Department of State

Health Services. To be a valid certified food protection manager's certification, the certificate must have been issued within the last five years ~~pursuant to the completion of an approved sanitation training course. The course must impart the knowledge required of a person in charge under the Texas Food Establishment Rules and be recognized by the state or a comparable course offered by the City of Houston.~~

- (b) Food establishments having multiple preparation or processing areas or at such a distance that a single individual may not effectively supervise activities in each must have a person in charge who has a valid certified food protection manager's certification located within each area.
- (c) It is a defense to prosecution under subsection (a) or (b) that the food establishment area or specific preparation area was not, at the time of the alleged offense, in use for the manufacturing, production, preparation, processing or packaging of food or the conduct of make-ready activities commenced prior to or cleanup activities performed afterward.
- (d) While on duty, a certified food protection manager must keep their valid certified food protection manager's certification card on ~~his or her~~their person, and provide it to a city ~~sanitarian~~ food inspector upon request.
- (e) The city may ~~declare-disqualify~~ a certified food protection manager from serving as the person-in-charge at a food establishment ~~'s certificate invalid~~ if:
 - (1) The certified food protection manager interferes with an inspection of the food establishment(s) by the city; or
 - (2) There are repeated or serious violations of these regulations, federal or state food laws, or laws regulating the operation of the food establishment at times the certified food protection manager is employed by that food establishment.

~~When a food protection manager's certificate is determined to be invalid, the city will identify the certificate, declare it invalid, and indicate on the inspection report the reasons for the declaration. When a certificate has been declared invalid, the person to whom the certificate was issued may not serve as a person in charge, or prepare/handle food product until the person has completed and passed another approved certification course. The city will provide written notice of the disqualification stating the reasons and the effective date. A disqualified individual may request reinstatement by submitting a written request to the city demonstrating completion of another State approved certification course.~~

- (f) All food establishment employees that are involved in the preparation of food served to the public must obtain a food handler certification. The course must impart the knowledge required of a person in charge under the Texas Food Establishment Rules, 2022 FDA Food Code, and be recognized by the State ~~or a comparable course acceptable to the City offered by Fort Bend County. It is a defense to prosecution under this subsection that the food establishment is a temporary food establishment type I or temporary food establishment type II.~~
- (g) The city may ~~declare-require~~ a food establishment to remove a food handler from food-handling duties ~~handler certificate invalid~~ if:
 - (1) The food handler interferes with an inspection of the food establishment by the city; or
 - (2) There are repeated or serious violations of these regulations, federal or state food laws, or laws regulating the operation of the food establishment at times the food handler is working at that food establishment.
- (h) At least one (1) certified food protection manager or food handler must be present at each food service booth or stand operating under a temporary retail food establishment single-event permit, multiple-event permit, or a farmer's market permit during all hours of operation at every event.

Sec. 3-75.-Medallion or permit required.

- (a) *Permit required.* It is unlawful for a person to operate a food establishment without a valid permit or medallion issued by the city. A food establishment permit or medallion is valid for the location specified thereon and may not be transferred from place to place. A food establishment permit or medallion will become void upon the closing of any sale of the establishment. A new owner must submit an application for ~~a tenant change of occupancy and~~ an annual food establishment permit, pass an inspection, and make payment for the annual food establishment permit and any applicable amendment fees prior to operation. All food establishment permits and medallions remain the property of the city.
- (b) *Application.* Any person desiring to obtain a food establishment permit or medallion must submit an electronic ~~make written~~ application on ~~forms provided by~~ the city's webpage. If the application is for a temporary retail food establishment ~~single-day event~~type-I, the application must be ~~made~~ submitted online at ~~at~~ the city's webpage ~~in person~~ at least five days prior to the beginning of temporary food service operations. If the application is for a temporary retail food establishment multiple-event ~~type-II~~, the application must be submitted online ~~made~~ at the city's webpage ~~in person~~ at least 14 days prior to the beginning of temporary food service operations. Forms must be completely and accurately filled out, and all required documentation must be submitted.
- (c) *Changes.* A permit or medallion holder must notify the city of any change to the information submitted in an application for a permit or medallion, including a change of address, the ~~number of employees or~~ email, or telephone number of the permit or medallion holder. The notification must be given to the city in writing within ten days of the change.

Sec. 3-76. Farmer's market food permit ~~Retail frozen dessert manufacturing establishments permit.~~

- (a) It is unlawful for a person to operate a farmer's market without a valid farmer's market food permit issued by the city.
- (b) A permitted farmer's market must include at least two vendors who meet the definition of "farmer" as outlined in this article. The farmer's market may also include vendors who meet the definition of "food producer" as outlined in this article. Vendors who do not qualify as farmers or food producers may participate only if farmers and food producers collectively constitute the majority of vendors participating in the market throughout the calendar year.
- (c) A farmers' market permit holder may authorize participation by the following categories of operators provided the market meets the composition requirements of subsection (b):
 - (1) The Milk and Dairy Rules contained in Title 25, Chapter 217 of the Texas Administrative Code are adopted.
 - (2) ~~(1b)~~ — A Temporary retail food establishment vendors holding a single-day or multiple-event permit;
 - (1)
 - (3) City-licensed permanent food establishments operating in compliance with their existing permits; and
 - (2)
 - (3) Mobile food units operating in compliance with Sections 3-85 through 3-89 of this article.
- ~~(a) Each applicant for a food establishment permit must disclose whether the proposed establishment constitutes a retail frozen dessert manufacturing establishment.~~

~~(b)(d)~~ The farmer's market permit holder must be physically present on-site during all hours of operation, including setup, active event duration, and breakdown to ensure compliance and address any operational or public safety concerns.

~~Each holder of a valid and unexpired food establishment permit issued under this article who desires to commence operating a retail frozen dessert manufacturing establishment must make an application for a retail frozen dessert manufacturing establishment permit for the affected premises to the city.~~

~~(d) Operators of a retail frozen dessert manufacturing establishment must allow the timely collection of samples during reasonable morning hours for bacterial lab assessments. Refusal to allow samples to be collected may result in the suspension or revocation of the retail frozen dessert manufacturing establishment permit.~~

Sec. 3-77. Temporary food establishment permits.

(a) ~~A temporary retail food establishment single-day event permits food establishment type I permits will may~~ be issued to ~~an~~the event producer, mobile food unit, or vendor for a period of time not to exceed 14 consecutive days. A temporary retail food establishment single-day event type I permit is not required if:

- (1) The temporary retail food establishment single-day event type I is operated by a person who holds a valid food establishment permit issued under this article;
- (2) The operation of the temporary retail food establishment single-day event type I is within the scope of the regulated and inspected activities of the holder of a valid food establishment permit; ~~and~~
- (3) All food is prepared inside of the permitted establishment by the holder of the valid food establishment permit and then served outdoors on the same premises; ~~and~~

~~(4) If the event producer lists the permitted establishment as a vendor during the application process.~~

(b) ~~A temporary retail food establishment multiple-event food establishment type II permits will may~~ be issued ~~to an event producer, mobile food unit, or vendor for events that are temporary or seasonal but do not exceed 110 days in a permit year multiple events occurring within one (1) year from the permit's effective date, provided that each event does not exceed 14 consecutive days.~~ To qualify for a temporary retail food establishment multiple-event type II permit:

- (1) A completed application and required documentation must be submitted to the city for approval;
- (2) The event must comply with all state and local regulations pertaining to temporary events;
- (3) Each individual ~~The event~~ must not exceed 14 consecutive days ~~110 days per permit year~~; and
- (4) The permit holder must ~~shall~~ notify the city of each scheduled event under a temporary retail food establishment multiple event permit. Notification shall be made by accessing the City of Sugar Land Customer Self-Service Portal and entering the required event information, including the event address, date, and time. Notification must be submitted prior to the commencement of each event and in accordance with any additional timelines or procedures established by the city.

~~(c) Event producers and temporary retail food establishment vendors must be physically present on-site during all hours of operation under a temporary retail food establishment single-day or multiple-event permit, including setup, active event duration, and breakdown to ensure compliance with applicable regulations and to address any operational or public safety concerns.~~

~~(d) A mobile food unit operating under a temporary retail establishment single-day or multiple-event permit must comply with Sections 3-85 through 3-89 of this article.~~

The event producer must take full responsibility for ensuring the temporary food establishments are complying with all permit requirements. Failure to receive city approval of changes in operation dates and temporary food establishments prior to implementation of changes will result in revocation of the temporary food establishment type II permit. Temporary food establishment type II permits are non-transferable and will be considered void should the event producer change.

Sec. 3-78. Fees.

- (a) Fees will be charged at the rates established in chapter 2 of this Code.
- (b) Annual permit fee for permanent food establishments. The non-refundable annual permit fee for a permanent food establishment will be assessed based on a standard risk classification as determined by the city. Establishments will be categorized as low-risk, medium-risk, or high-risk for the purpose of fee determination. The non-refundable annual fee for a food establishment permit, other than that issued to a nonprofit organization, will be based on the total number of persons employed full time or part time by the food establishment. Where the distribution of food is subsidiary to the primary purpose of the business, all persons receiving, storing, stocking, producing, processing, distributing, or selling foods, and those persons conducting maintenance, cleaning or management in support of food operations will be construed as "employees" for the purpose of this section, but persons not performing any such duties will not be so construed.
- (c) Mobile food unit medallion fee. An annual fee for the mobile food unit medallion will be collected by the city following the annual inspection and approval of a mobile food unit (MFU). Should an individual or entity own more than one MFU, a medallion must be obtained for each individual MFU.
- (d) Inspection fee. Any entity requesting an inspection must pay an inspection application fee at the rate established in chapter 2 of this code. The fee is assessed per inspection and invoiced upon approval of the application.

~~—Retail frozen dessert manufacturing establishment permit fee and term. An annual fee for the retail frozen dessert manufacturing establishment permit will be collected by the city in conjunction with and in addition to the fees prescribed for the issuance of a food establishment permit. The retail frozen dessert manufacturing establishment permit will expire concurrently with the food establishment permit. If the initial term of an applicant's retail frozen dessert manufacturing establishment permit begins at a later date than its food establishment permit, the fee for the retail frozen dessert manufacturing establishment permit will be pro-rated for the unexpired term of the food establishment permit at the rate of 1/12 the annual fee for the retail frozen dessert manufacturing establishment permit per month for each full month or portion of a month remaining thereon.~~

~~(1) Excess sample fee. When the sample from an enclosed freezing compartment contains numbers of bacteria unacceptable under Texas law, and adequate sanitation is not demonstrated for the enclosed freezing compartment by a second sample, a processing fee will be due and payable to the city upon notice to the operator that the second sample produced unacceptable results. This fee will be due each time that a subsequent sample for that enclosed freezing compartment produces unacceptable results, until testing reveals adequate sanitation in the enclosed freezing compartment. The fee will be assessed per compartment that is found to be in violation.~~

- (e) Temporary retail food establishment permit fees.
 - (1) Single-day event fee. Type I fee. Flat fee, per day as listed in chapter 2 of this Code. Base permit fee plus an additional fee for each day that the permit is valid.
 - (2) Multiple event fee. Type II fee. Flat fee, per year as listed in chapter 2 of this Code.

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- ~~(3) Expedited temporary event permit review fee. An expedited review fee will be imposed for each application for a temporary food establishment type I submitted within five business days of the start date for the event and for each application for a temporary food establishment type II submitted within 14 business days of the start date for the event.~~
- ~~(4) Temporary vendor fee. Event producers that utilize temporary food establishments that do not have a current food establishment permit or medallion issued by the city will be charged a temporary vendor fee per vendor.~~
- (f) Farmer's market fee. Flat fee, per year as listed in chapter 2 of this Code. ~~Replacement fee. An individual who has lost a valid, current food establishment permit, temporary food establishment permit (type I or type II), retail frozen dessert manufacturing establishment permit, or mobile food unit medallion may obtain a replacement from the city for the fee specified in chapter 2 of this Code.~~
- (g) Food establishment permit late fee ~~Special processing fee.~~ A food establishment permit late ~~special processing~~ fee will be charged to renew a food establishment permit if the permit fee is not received by the city on or before the date of expiration of the permit. Any new permit issued to the owner for a food establishment at the same location will be deemed a renewal, unless the owner demonstrates to the city, by clear and convincing evidence, that the food establishment has not operated since the prior food establishment permit expired.
- ~~(h) (h) Amendment fee. Pre-opening inspection.~~ An applicant must pay an amendment ~~pre-opening health inspection fee as listed in chapter 2 of this Code at the time the applicant submits payment for an amendments to an existing food establishment permit. This includes, but is not limited to, tenant changes of occupancy, business name changes, modifications to risk classifications, and/or any other similar amendment types. the annual fixed food establishment permit. listed in chapter 2 of this Code.~~
- (i) School food establishment permit and amendment fees. Flat fee(s), as listed in chapter 2 of this Code. ~~Construction re-inspection fee. When the city conducts a pre-opening inspection and determines that the owner has failed to complete more than three-quarters of the modifications specified during the previous inspection of that construction or remodeling, the owner must pay a re-inspection fee prior to receiving another inspection.~~
- (j) Food establishment reinspection fee. Operations re-inspection fee. The city may assess a reinspection fee as listed in chapter 2 of this code if inspection of the food establishment is necessary to cure a violation that presents a direct and significant risk to public health. When the city determines that the operation of a food establishment has repeated or serious violations, such that upholding the public health and welfare requires a scheduled re-inspection to confirm timely abatement of the violations, a fee will be imposed by the city on the owner to defray the cost for follow-up inspection. ~~The owner must pay the re-inspection fee prior to receiving another inspection to confirm abatement. Only one reinspection fee may be assessed within a 60-day period following the previous inspection, unless the food establishment has not made reasonable efforts to correct the cited violation.~~ In setting the date for any re-inspection, the city may consider both the seriousness of the violations, and the resources available to the owner that may be used to achieve compliance.
- ~~(k) Fire inspection fee. A fire inspection fee will be charged on an annual basis in conjunction with the mobile food unit medallion fee. Mobile food units operating under a current permit or medallion issued by another jurisdiction located in Fort Bend County with comparable regulations (as determined by the Sugar Land Fire Department) will be exempted from the annual fire inspection.~~

Sec. 3-79. Suspension of permit or medallion, and temporary closures of food establishments.

- (a) *Suspension.* The city is authorized to suspend a permit or medallion issued under this article when the city finds:
- (1) Any food establishment in a condition which poses an imminent risk to the health or safety of the public or the employees of the food establishment;
 - (2) An event producer or temporary retail food establishment single-event or multiple event permit holder failed to provide the required updated information;
 - (3) ~~The bacterial counts exceed twice the allowed bacterial counts or if the retail frozen dessert manufacturing establishment fails three consecutive tests;~~
 - ~~(34)~~ Repeated critical violations (e.g. faulty equipment, cleanliness, or pest issues);
 - (4) Fees specified in Chapter 2 of this code that remain unpaid for a period exceeding sixty (60) calendar days. Such fees will be deemed delinquent and the delinquency will continue until all outstanding fees are paid in full; and
 - (5) A violation of a provision of this article that lists suspension as a penalty.
- (b) *Temporary closures.* The city is authorized to temporarily close a food establishment under this article when the city finds any food establishment in a condition which poses an imminent risk to the health or safety of the public or the employees of the food establishment, including, but not limited to:
- (1) Operating without a valid, current permit or medallion;
 - (2) No drinking water or hot water available;
 - (3) Insanitary conditions;
 - (4) Power outage;
 - (5) Walk-in cooler not working (time/temperature control for safety foods cannot be held in a safe manner);
 - (6) Sewage back-up;
 - (7) Fire;
 - (8) Pest infestation;
 - (9) No toilet in working order.
- (c) At the time the permit or medallion is suspended or the food establishment is temporarily closed, the city will issue an inspection report to the food establishment stating that the permit or medallion has been suspended or the food establishment closed, and specifying the reasons for the suspension or closure. When the inspection report is issued, all food operations must cease immediately. When a permit or medallion has been suspended, the city may physically remove it from the premises. In the case of a temporary closure, a city closure notice will be affixed to the exterior door or window of front entrance.
- (d) *Reinstatement of suspended permit or medallion.* When a permit or medallion required by this article has been suspended, the party to whom the permit was issued may file a request for reinstatement of the permit or medallion with the city. The request must include a statement signed by the applicant that the violations specified by the city at the time of the suspension no longer exist. Within 72 hours after the receipt of the request, the city will make an inspection and thereafter as many re-inspections as the city may deem necessary to determine that the applicant has complied with the requirements of this article. When the city's findings indicate compliance, the city will reinstate the permit or medallion.

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- (e) *Approval to resume food establishment operations.* When a food establishment is required by this article to close, the person in charge may request a re-inspection from the city. The request for re-inspection must include a verbal or written statement that the violations specified by the city at the time of the closure no longer exist. Within 72 hours after the receipt of the request, the city will make an inspection and thereafter as many re-inspections as the city may deem necessary to determine that the requestor has complied with the requirements of this article. When the city's findings indicate compliance, the city will remove closure notice from exterior door or window of front entrance, and issue an inspection report or notice to the food establishment stating that the food operations may resume.

(fe) *Suspension of temporary retail food establishment permits.*

(1) The event producer or permit holder of a single-day or multiple-event permit for a temporary retail food establishment is fully responsible for ensuring compliance with all permit requirements. The city may suspend a temporary food establishment permit without prior notice if an imminent health hazard exists or if the permit holder obstructs inspection. The suspension will take effect immediately upon notice by the city. Within five (5) business days after a suspension, the city will provide written notice to the event producer or permit holder specifying the basis for the suspension, the corrective measures required, and whether the suspension will affect eligibility for future permits. The city may impose a reapplication suspension period of up to one (1) year beginning on the date of the violation.

(2) A permit holder whose permit has been suspended must reapply for a temporary food establishment permit after the suspension period expires. If an application is submitted before the conclusion of the suspension period, the applicant will be notified of its denial. To protect public health and safety, the city may extend the suspension period for up to three (3) years in cases involving serious or repeated violations, based on public health criteria established by the city in accordance with applicable federal and state regulations.

(3) The event producer or permit holder may submit a written appeal to the city within thirty (30) days after receipt of a notice of suspension. The appeal must include:

- a. A description of the violations that caused suspension, and their impact on public health;
- b. corrective actions taken; and
- c. a plan to prevent future violations.

If the appeal is accepted, the city will schedule a hearing to determine whether reapplication may occur before the suspension period ends. If the appeal is denied, the event producer or vendor must wait until the full suspension period has elapsed before reapplying for a temporary retail food establishment permit.

Sec. 3-80. Revocation of permit or medallion.

- (a) A food establishment permit or medallion may be revoked if:
- (1) The permit holder or his agents or employees interfere with the city's inspection of the food establishment;
 - (2) There are repeated or serious violations of the applicable portions of this article or the law;
 - (3) In the case of mobile food units, the permit holder or his agent has not reported an accident to the city within 24 hours of the time the accident occurred if the accident resulted in the damage of the water system, waste retention tank, food service equipment, or any facility which may result in the

contamination of the food being carried or any damage which results in a violation of the provisions of this article;

- (4) Any other violation of this article that specifically lists revocation as a penalty.
- (b) Upon service of a written notice that the permit or medallion has been revoked as provided herein, all food operations must cease immediately.
- (c) When a permit or medallion is revoked, the city may physically remove it from the premises or vehicle.

Sec. 3-81. Condemnation of food.

- (a) City inspectors are authorized to condemn any food, food ingredient, or item of food equipment that is suspected to be adulterated or misbranded. The city may utilize the resources of all available state, county or federal offices and agencies as needed in the prosecution of condemnation actions.
- (b) Pending disposition, the city may direct that a food product, ingredient, or equipment item not be used, removed, distributed or sold by placing a tag declaring a quarantine and specifying those products or items to be held.

Sec. 3-82. Inspections.

- (a) The city will conduct inspections of food establishments, farmer's markets, and operations conducted under a temporary food establishment permit within the city limits to ~~implement~~ verify the requirements of compliance with applicable state and federal laws and regulations, and the provisions of this Code. Failure to allow the city to conduct inspections of the establishment will result in the revocation of the food establishment's permits or medallions.
- (b) The following entities may submit an application for an inspection:
 - (1) A school cafeteria that is run by an Independent School District that requires two (2) inspections per year;
 - (2) A childcare facility that is licensed by the Texas Health and Human Services (HHS) Child Care that requires an annual inspection;
 - (3) A non-profit organization requesting an inspection for food-service operations;
 - (4) A food establishment or event producer requesting a pre-operational inspection or consultation; or
 - (5) Any other entity requesting an inspection related to food operations where such inspection is authorized by state law or falls within the city's regulatory authority.

~~must~~

~~When a food inspection report is issued, that document must be retained in the food establishment to which it applies, posted on an interior wall so that staff may refer to its findings. The report may not be removed or defaced until another food inspection report is issued by the city.~~

- (~~c~~) The permit or medallion holder or his designee will ensure that a person in charge or certified food protection manager is present at the food establishment during all hours of operation. If no designated person in charge is present on the premises during inspection, the ~~food inspector inspecting~~ sanitarian may select a person from among employees present to serve as the person in charge, to implement those corrections requiring immediate action, and communicate the findings of the inspection to the owner or absent person in charge.

DIVISION 2. REGULATIONS APPLYING TO PERMANENT ~~FIXED~~ FOOD ESTABLISHMENTS.

Sec. 3-83. Construction, remodeling of ~~fixed~~ permanent food establishments; change in ownership.

- (a) ~~Fixed~~ Permanent food establishments may not be constructed, remodeled, or altered except in accordance with plans and specifications approved by the city.
- (b) Plans must be submitted in compliance with the requirements for obtaining construction permits. The plans and specifications must indicate the proposed layout, arrangement, and construction materials of areas to be modified or constructed, and proposed equipment and facilities.
- (c) The city will approve the plans and specifications only after the applicant has made all modifications necessary to comply with state and city requirements.
- (d) A ~~fixed~~ permanent food establishment must be inspected by the city and obtain a certificate of occupancy prior to commencing operation to verify compliance with the approved plans and specifications.

~~(1)-(e)~~ A permanent food establishment must notify the city of a change in ownership by submitting a Tenant Change of Occupancy application within (30) thirty days of the effective date of the change. The following conditions require notice under this section::

(1) Transfer Between Active Sales-Tax Holders: Ownership is transferred while both the previous and new owners hold active state sales-tax permits

(2) Lapse in State Authorization: The previous owner's sales-tax permit becomes inactive before the new owner's permit is issued.

(3) No Active State Authorization: Neither owner holds a valid state sales-tax permit at the time of transfer. In such cases, the establishment may not operate until all required state authorizations are obtained.

(4) City Observation. The city determines, through inspection or other observation, that a change in ownership has occurred without proper notification. Upon written notice from the city, the current operator must submit the required application within thirty (30) days.

Sec. 3-84. Requirements for dogs in outdoor dining areas.

- (a) A permanent ~~fixed~~ food establishment may permit a customer to be accompanied by a dog in an outdoor dining area if:
 - (1) The ~~fixed~~ permanent food establishment posts a sign in a conspicuous location in the outdoor dining area stating that dogs are permitted;
 - (2) The customer and dog access the outdoor dining area directly from the exterior of the ~~fixed~~ permanent food establishment;

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- (3) The dog does not enter the interior of the ~~permanent fixed~~ food establishment;
 - (4) The customer keeps the dog on a leash and controls the dog;
 - (5) The customer does not allow the dog on a seat, table, countertop, or similar surface; and
 - (6) In the outdoor dining area, the ~~permanent fixed~~ food establishment does not:
 - a. Prepare food; or
 - b. Permit open food other than food that is being served to the customer.
- (b) The requirements of this section do not apply to a service animal, as defined by V.T.C.A., Health and Safety Code, § 437.023(c).

DIVISION 3. REGULATIONS APPLYING TO MOBILE FOOD UNITS

Sec. 3-85. General operations.

- (a) All mobile food units operating in the city must have a city-issued medallion or temporary retail food establishment single-day or multiple-event permit. It is a defense to prosecution under this section that the mobile food unit was (i) permitted as part of a special event as defined in chapter 5, article 8 of this Code, or (ii) utilized as a catering truck for a private catered event, where no sales to the public are made.
- ~~(b) An itinerary for mobile food units must be filed with the city in accordance with the written policy adopted by the environmental and neighborhood services department. Written notice of at least three business days must be given before implementation of any changes to the filed itinerary. The itinerary must include:
 - ~~(1) The address of each premises to be serviced and the name and telephone number of the owner or person in control of the premises;~~
 - ~~(2) The scheduled times of arrival at and departure from each premises to be serviced, which at times must be accurate to within 30 minutes; and~~
 - ~~(3) A description of the food to be sold or served at each premises.~~~~
- ~~(c)~~ Food preparation.
 - (1) No food may be stored or prepared at any location except in the mobile food unit or in a licensed commissary or ~~fixed permanent~~ food establishment as listed in the application submitted for the mobile food unit permit.
 - (2) Cooking may not be conducted while the vehicle is in motion.
 - (3) All cooking equipment and hot holding units must be located at the rear of the mobile food unit. All cooking equipment must be properly vented.
 - (4) Covers with secure latches for deep fryers, steam tables, and similar equipment must be installed and used while the mobile food unit is in motion.
- ~~(d)~~ Mobile food units must have a least ten feet clearance from any building, structure, vehicle, and any combustible materials.
- ~~(e)~~ No public seating may be located within the mobile food unit.
- ~~(f)~~ Mobile food units must remain at least 15 feet from a fire hydrant and must not block fire lanes and fire access roads.

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- (fg) A mobile food unit must be fully serviced daily at the licensed commissary noted on the application for the mobile food unit medallion.
 - (gh) Sewage and other liquid wastes must be removed from the mobile food unit at an approved waste servicing area or by a sewage transport truck in a manner that prevents the creation of a public health hazard or nuisance.
 - (hi) Mobile food units must be located no further than 1,000 feet from a restroom during all hours of operation. Mobile food units must maintain a signed restroom agreement providing access to restrooms for operators and employees.

Sec. 3-86. Location of operations.

Mobile food units may serve food at the following stationary sites:

- (a) Active construction site. A mobile food unit may provide food services to active construction sites with a city-issued medallion as follows:
 - (1) Nonresidential—Must serve on private property within a 100-foot radius of a property for which an active building permit has been issued for non-residential construction.
 - (2) Residential—Must serve within a 100-foot radius of a property which an active building permit for the construction of at least three residential dwelling units has been issued.
- (b) Professional office site location. A mobile food unit may provide food services to: (i) A professional office building (not less than 50,000 square feet in size) or (ii) Group of professional office buildings (not less than 50,000 square feet in size) developed on a single platted reserve with a city-issued medallion and a city-issued temporary retail food establishment single-day or multiple-event permit, type I or type II permit. ~~The property owner or owner's agent must submit and receive approval of a layout plan of operation prior to commencement of service.~~ Service must be conducted only on the private property.
- (c) Multi-family site location. A mobile food unit may provide food services to a multi-family site with a city-issued medallion and a city-issued temporary retail food establishment single-day or multiple-event type I or type II permit. The mobile food unit must serve on private property located internally to the overall multi-family site. Approval and oversight of the on-site multi-family management representatives is required.
- (d) Residential homeowner association (HOA)/Property owner association (POA) site location. A mobile food unit may provide food services at a HOA or POA site with a city-issued medallion and city-issued temporary retail food establishment single-day or multiple-event permit, type I or type II permit. Service must occur at the association's community facility under the oversight of the HOA/POA management representatives.
- (e) Residential single-family site location. A mobile food unit may provide food services to a private party at a residential single-family site without a city-issued medallion or city-issued permit if the food service is sponsored by the property owner and has no individual sale to the general public. Under this subsection, mobile food unit operations must cease by 10:00 p.m. Sunday through Thursday, and by 10:00 p.m. Friday and Saturday.
- (f) City facilities and destination venues. Regulations for mobile food units on city facilities are governed by each facility's operational requirements and the parks and recreation department's food truck reservation policies. Regulations for mobile food units at destination venues are governed by the city's special events policy and procedures (DE-101).
- (g) Public school locations. A mobile food unit may provide food services at a site owned or operated by a public school with a city-issued medallion and city-issued temporary retail food establishment single-day or multiple-event permit, type I or type II permit. Approval and oversight of the public school is required.

Sec. 3-87. Vehicle design requirements.

Mobile food units will be inspected annually by the environmental and neighborhood services department (or its successor department). To receive a city-issued medallion, mobile food units must comply with the following regulations:

- (a) External requirements. Mobile food units must be:
 - (1) Free of visible damage or rust;
 - (2) Equipped with four-way hazard lights;
 - (3) Equipped to the left and right with outside rearview mirrors;
 - (4) Identified by the placement of the business name or person responsible for the operation of the mobile food unit on at least two sides of the vehicle in clearly legible letters, contrasting against their background and no less than three inches high.
- (b) Internal requirements.
 - (1) All equipment installed on the mobile food unit must be certified or classified for sanitation by the American National Standard Institute (ANSI) accredited certification program and be properly maintained and fully operational.
 - (2) The mobile food unit must be equipped with a stainless steel, three compartment sink, with each compartment measuring at least 12 inches long, 12 inches wide, and 10 inches deep to allow for proper ware washing. The sink must be equipped with:
 - a. A mixing faucet with a swivel spigot capable of servicing all sink compartments, and
 - b. An integral stainless steel drain board at least 12 inches long, which must be installed with a minimum of one-half inch lip or rim to prevent the draining liquid from spilling to the floor.
- (c) Sewage tank. All sewage tanks installed on a mobile food unit must be:
 - (1) Properly maintained and leak-proof;
 - (2) Sized at least 15 percent larger in capacity than the water supply tank; and
 - (3) Sloped to a drain that is 25 millimeters (1 inch) in inner diameter or larger and equipped with a shut-off valve.
- (d) Plan review for mobile food units created by converting or retrofitting vehicles from their originally manufactured state.
 - (1) All mobile food units will undergo an initial plan review to verify compliance with applicable state and local codes.
 - (2) Submittal documents must be submitted via electronic format and must include:
 - a. Accurate dimensions of the mobile food unit;
 - b. Equipment and finish schedules;
 - c. Vent system;
 - d. Fire safety equipment details;
 - e. Location and tank size of flammable materials;
 - f. Any additional information requested by the city to review the applications.

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- (3) Should it be determined that a mobile food unit does not comply with applicable state and local code, an inspection will not be conducted and a medallion will not be issued.
 - (4) Additional plan review is required when modifications are made to the mobile food unit.

Sec. 3-88. Mobile food unit fire safety requirements.

Mobile food units will be inspected annually by the city's fire marshal's office. Mobile food units that only prepare and serve ice cream, Italian ice, or similar foods that do not use gas, diesel, or electric generators, or produce smoke or grease-laden vapors, will be exempted from the annual fire inspection and applicable fee. To receive a city-issued medallion or participate in a special event, mobile food units must comply with the following fire regulations:

- (a) Storage of flammable and combustible liquids must occur in a UL or FM approved flammable liquid safety container and at a city-approved location.
- (b) MFUs must be equipped with the following:
 - (1) Portable fire extinguishers selected and installed in accordance with NFPA 10 with a minimum 2A:10BC rating. An approved Class K fire extinguisher must be provided for protection of grease cooking fires. All fire extinguishers must have a current inspection/service tag from a licensed fire extinguishing company.
 - (2) A Type 1 hood installed where cooking appliances produce grease or smoke as a result of the cooking process.
 - (3) Beginning on October 1, 2019, an automatic fire extinguishing system installed to protect cooking equipment.
- (c) Compressed Gas LPG/CNG:
 - (1) LP-Gas systems for MFUs must comply with NFPA 58.
 - (2) LP-Gas containers installed on vehicles must not exceed 200-gallon aggregate water capacity and each container cannot exceed 100 gallons.
 - (3) Disconnected LP-Gas cylinders may not be transported or stored inside the vehicle.
 - (4) The LP-Gas supply system must be installed on the outside of the vehicle or in a recess or cabinet that is vapor tight to the inside of the vehicle but accessible from and vented to the outside with vents located near the top and bottom of the enclosure.
 - (5) LP-Gas containers must be mounted to prevent jarring loose and slipping or rotating, and the fastenings must be designed and constructed to withstand static loading in any direction equal to four times the weight of the container when filled with fuel.
 - (6) The LP-Gas containers must be installed above the height of the bumper and positioned in an upright position and in a manner that will reduce the exposure from vehicle impact.
 - (7) Only containers designed, constructed, tested, and marked in accordance with the U.S. Department of Transportation specifications, Title 49, Code of Federal Regulations can be used.
 - (8) Main shutoff valves on LP-Gas containers must be readily accessible. There must be a quarter-turn manual gas ball valve installed within the LP-Gas piping for emergency shutoff use and must be installed on the exterior of the vehicle and readily accessible. The quarter-turn valve must be labeled with signage stating "EMERGENCY SHUT-OFF" or similar approved signage with minimum 1-inch lettering. The signage can either be white letters with red background or red letters with white background.
 - (9) Regulators must be installed in accordance with NFPA 58 as well as the manufactures instructions.

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- (10) Piping must be installed in accordance with NFPA 58. The fixed piping system must be designed, installed, supported, and secured to minimize the possibility of damage due to vibrations, strains, or wear and to preclude any loosening while in transit.
 - (11) A flexible connector must be installed between the regulator outlet and the fixed piping system as well as between the cylinder and the gas regulator to protect against expansion, contraction, jarring and vibration.
 - (12) Piping systems, including hose, must be pressure tested and proven free of leaks in accordance with NFPA 58.
 - (13) The operator of the MFU must perform a manual leak test after making connection to a cylinder.
 - (14) A listed LP-gas alarm must be installed, in accordance with manufacturer's instructions, within the mobile food unit in the vicinity of the LP gas system components.
 - (15) Where CNG systems are provided for cooking purposes, the maximum aggregate capacity of CNG containers transported on the vehicle must not exceed 1,300 pounds (590 kg) water capacity.
 - (16) CNG containers must be securely mounted and restrained to prevent movement. Containers must not be installed in locations subject to a direct vehicle impact.
 - (17) CNG system piping, including valves and fittings, must be adequately protected to prevent tampering, impact damage, and damage from vibration.
 - (18) Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation, the containers and systems must be installed in accordance with NFPA 52.
 - (19) A listed methane gas alarm must be installed, in accordance with the manufacturer's instructions within the mobile food unit.
 - (20) "No Smoking" signs must be visible near gas cylinders.
- (d) Cooking appliances:
- (1) Cooking appliances must be constructed and secured in place.
 - (2) Grease must be regularly removed from all cooking equipment, including the ventilation system.
 - (3) Gas-fired cooking appliances must be equipped with shutoffs in accordance with NFPA 58.
- (e) Generator/electrical:
- (1) Refueling of fuel tanks for generators may only occur during non-operating hours.
 - (2) Portable generators must be separated from the public by barriers.
 - (3) All electrical appliances, fixtures, equipment, and wiring must comply with NFPA 70. Improper use of electrical accessories and overloading of circuits is prohibited.

Sec. 3-89. Miscellaneous offenses.

In addition to the regulations contained above, the following actions are prohibited by mobile food unit operators:

- (a) Operating without a valid servicing record or commissary receipt which must be kept within the mobile food unit at all times;
- (b) Selling or offering for sale non-food items from the mobile food unit;
- (c) Storing or preparing food outside of the mobile food unit (except in a licensed central preparation facility);

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- (d) Displaying, selling, or serving food outside of the mobile food unit;
 - (e) Altering the mobile food unit is such a matter that would prevent or otherwise reduce ready mobility;
 - (f) Blocking public right-of-way, a dedicated fire lane, or a public sidewalk;
 - (g) Creating/operating a drive-thru in conjunction with the mobile food unit;
 - (h) Allowing items such as brooms, hoses, equipment, containers or boxes to be located adjacent to or beneath the mobile food unit;
 - (i) Providing or allowing signs or banners not attached to and solely supported by the mobile food unit to be set up at the serving area;
 - (j) Allowing trash or debris at the site of the mobile food unit during operation, and leaving the site with trash or debris following operation;
 - (k) Allowing any audio speakers or amplification devices to be heard outside of the mobile food unit; or
 - (l) Allowing outside furniture such as tables or chairs, to be set up adjacent to the mobile food unit.
 - (m) Operating a pushcart, foot peddling, or roadside vending.

Sec. 3-90. Reserved



City Council Agenda Request

November 4, 2025

Agenda Request No: XV.A.

Agenda of: City Council Meeting

Initiated by: Nicole Solis, Assistant Director of Neighborhood Services

Presented by: Nicole Guevara, Assistant Director of Neighborhood Services

Responsible Department: Public Works

Agenda Caption:

CODE ENFORCEMENT ORDINANCE AMENDMENTS

Review of and discussion on modifications to regulations pertaining to political signs, tree trimming and overnight commercial parking.

Recommended Action:

Hear and discuss modifications to regulations pertaining to political signs, tree trimming and overnight commercial parking

Executive Summary:

Staff will present proposed updates to the City's Code of Ordinances and Development Code for Council discussion. The proposed changes include establishing timeframes for the placement and removal of political signs, adding clearance requirements around street-lights and other various tree and vegetation trimming standards, and prohibiting overnight parking of commercial vehicles within commercial centers. Feedback from the workshop will guide preparation of a future ordinance for City Council consideration.

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

November 4, 2025

Agenda Request No: XV.B.

Agenda of: City Council Meeting

Initiated by: Kimberly Terrell, Interim Director of Communications

Presented by: Kimberly Terrell, Interim Director of Communications

Responsible Department: Parks

Agenda Caption:

DUHACSEK PARK INTERLOCAL AGREEMENT

Review of and discussion on the Interlocal Agreement between the City of Sugar Land and Fort Bend County for the operation and improvement of Duhacsek Park.

Recommended Action:

Review and Discuss

Executive Summary:

Purpose:

To provide an overview of the proposed Interlocal Agreement between the City of Sugar Land and Fort Bend County for the operation and improvement of Duhacsek Park.

Background:

The City acquired Duhacsek Park through donation in 2000. The 50-acre park, located outside City limits, features a pavilion and historic house surrounded by pecan trees and is available by reservation only. A portion of the site across Red Gully has been developed by MUD 41 for park use.

Fort Bend County's voter-approved bond program allocates \$10.4 million for park improvements for Duhacsek Park. The City and County are developing a long-term agreement, modeled after the Cullinan Park partnership, to transfer operations and future improvements to the County while ensuring compliance with existing trust and deed restrictions.

The terms of the agreement will be presented to City Council and discussed for future consideration as an Interlocal Agreement between the City of Sugar Land and Fort Bend County.

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