



City of Sugar Land

Sugar Land 4B Corporation Agenda

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

Wednesday, November 19, 2025
Sugar Land 4B Corporation Meeting
Cane Room 161
4:00 PM

I. Attention

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

The meeting will live stream at <https://youtube.com/live/X4hYGfiRycM?feature=share>

II. Call to Order

III. Public Comment

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

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

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

IV. Minutes

A. MINUTES

Consideration of and action on the minutes of the October 15, 2025 meeting.
Linda Mendenhall, City Clerk

V. Public Hearings

A. **PUBLIC HEARING 4:00 P.M.:** Review and hear all persons desiring to be heard on the Performance Agreement between the Sugar Land 4B Corporation and Dhanani Private Equity Group.

Consideration of and action on the Performance Agreement between the Sugar Land 4B Corporation and Dhanani Private Equity Group.

Jonathan Soriano, Senior Community Development Coordinator

VI. Contracts and Agreements

A. **CONTRACT WITH SUGAR LAND TOWN SQUARE PROPERTY OWNERS ASSOCIATION, INC.**

Consideration and action on the Marketing Sponsorship Agreement between the Sugar Land 4B Corporation and Sugar Land Town Square Property Owners Association, Inc.

Emily Pollard, Communications Manager

VII. Director's Report

A.

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

Devon Rodriguez, Director of Redevelopment

VIII. Adjournment

The Sugar Land 4B Corporation reserves the right to adjourn into Executive Session at any time during this meeting for the purpose of consultation with the Attorney as authorized by Texas Government Code Sections 551.071 to discuss any of the matters listed above.

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

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

Posted on this 13th day of November, 2025 at 3:15 P.M.



Sugar Land 4B Corporation Agenda Request November 19, 2025

Agenda Request No: IV.A.

Agenda of: Sugar Land 4B Corporation Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Linda Mendenhall, City Clerk

Responsible Department: Admin

Agenda Caption:

MINUTES

Consideration of and action on the minutes of the October 15, 2025 meeting.

Recommended Action:

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

1. 10.15.25 SL4B meeting minutes



City of Sugar Land

Sugar Land 4B Corporation Minutes

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

Wednesday, October 15, 2025

Sugar Land 4B Corporation Meeting Minutes

City Council Chamber

4:00 PM

I. Attention

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

The meeting will live stream at <https://youtube.com/live/JaC5OF1vm80?feature=share>.

II. Call to Order

QUORUM PRESENT

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

III. Public Comment

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

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

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

No members of the public addressed the Board.

IV. Minutes

A. MINUTES

Consideration of and action on the minutes of the September 17, 2025 meeting.

Linda Mendenhall, City Clerk

A motion to **Approve the minutes of the September 17, 2025 meeting**, was made by Sanjay Singhal and seconded by Mary Ryder; the motion **Passed**.

Ayes: Kurt Kirchof, Stewart Jacobson, Mary Ryder, Sanjay Singhal, Rob Boettcher

Absent: Steve Bezecny and Alan Goodrich,

V. Resolutions

- A. **PUBLIC HEARING 4:00 P.M.** Receive and hear all persons desiring to be heard on **SUGAR LAND 4B CORPORATION RESOLUTION NO. SL4B-R-25-10:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUGAR LAND 4B CORPORATION APPROVING A REQUEST BY THE CITY OF SUGAR LAND TO FUND PUBLIC ARTWORK MEETING THE REQUIREMENTS OF THE DEVELOPMENT CORPORATION ACT.

Consideration of and action on **SUGAR LAND 4B CORPORATION RESOLUTION NO. SL4B-R-25-10:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUGAR LAND 4B CORPORATION APPROVING A REQUEST BY THE CITY OF SUGAR LAND TO FUND PUBLIC ARTWORK MEETING THE REQUIREMENTS OF THE DEVELOPMENT CORPORATION ACT.

Sharee Davis, Civic Arts Manager

Sharee Davis, Civic Arts Manager, gave a presentation, made comments, and answered questions from the Board.

President Kirchof opened the public hearing at 4:13 p.m. No members of the public addressed the Board. The public hearing was closed at 4:13 p.m.

A motion to **Approve Resolution SL4B-R-25-10**, was made by Sanjay Singhal and seconded by Rob Boettcher; the motion **Passed**.

Ayes: Kurt Kirchof, Stewart Jacobson, Mary Ryder, Sanjay Singhal, Rob Boettcher

Absent: Steve Bezecny and Alan Goodrich,

- B. Consideration of and action on **SUGAR LAND 4B CORPORATION RESOLUTION NO. SL4B-R-25-09:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUGAR LAND 4B CORPORATION, ADOPTING A CORPORATION POLICY FOR AN SL4B RETAIL REFRESH GRANT PROGRAM.

Jonathan Soriano, Senior Community Development Coordinator

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

A motion to **Approve Resolution No. SL4B-25-09**, was made by Sanjay Singhal and seconded by Mary Ryder; the motion **Passed**.

Ayes: Kurt Kirchof, Stewart Jacobson, Mary Ryder, Sanjay Singhal, Rob Boettcher

Absent: Steve Bezecny and Alan Goodrich,

VI. Workshop

- A. **MARKETING CAMPAIGNS AND STRATEGIES**

Review of and discussion on updated marketing campaigns and strategies.

Jordan Cutler, Senior Marketing Manager, Emily Pollard, Communications Manager

Jordan Cutler, Senior Marketing Manager, and Emily Pollard, Communications Manager, gave a presentation, made comments, and answered questions from the Board.

VII. Director's Report

A.

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

Devon Rodriguez, Director of Redevelopment

Devon Rodriguez, Director of Redevelopment, gave a presentation, made comments, and answered questions from the Board.

VIII. Adjournment

A motion to **Adjourn at 5:14 p.m.**, was made by Sanjay Singhal and seconded by Stewart Jacobson; the motion **Passed**.

Ayes: Kurt Kirchof, Stewart Jacobson, Mary Ryder, Sanjay Singhal, Rob Boettcher

Absent: Steve Bezecny and Alan Goodrich,



Sugar Land 4B Corporation Agenda Request **November 19, 2025**

Agenda Request No: V.A.

Agenda of: Sugar Land 4B Corporation Meeting

Initiated by: Jonathan Soriano, Senior Community Development Coordinator

Presented by: Jonathan Soriano, Senior Community Development Coordinator

Responsible Department: Redevelopment

Agenda Caption:

PUBLIC HEARING 4:00 P.M.: Review and hear all persons desiring to be heard on the Performance Agreement between the Sugar Land 4B Corporation and Dhanani Private Equity Group.

Consideration of and action on the Performance Agreement between the Sugar Land 4B Corporation and Dhanani Private Equity Group.

Recommended Action:

Hold a Public Hearing and approve the Performance Agreement between Sugar Land 4B Corporation and Dhanani Private Equity Group

Executive Summary:

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

On October 15, 2025, the Sugar Land 4B Corporation Board of Directors approved Resolution No. SL4B-R-25-09, adopting a 4B Corporation policy for a Retail Refresh Grant Program. This program will promote new or expanded business enterprises by stimulating redevelopment, reinvestment, and aesthetic improvements for aging retail properties and commercial centers in Sugar Land. The program provides incentives for eligible commercial center projects as well as for eligible projects involving experiential retail, innovative and market-driven concepts, and infill development on underutilized sites.

All applicants will be considered on a case-by-case basis and are encouraged to submit a project proposal that accomplishes two or more of the following preferred development outcomes:

- Modernization of building facades
- Creation of public spaces
- Promotion of walkability
- Creation of vibrant activity centers
- Enhancement of parking infrastructure
- Stimulation of a substantial economic impact
- Supporting foundational retail infrastructure in key opportunity sites

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

In October 2025, Dhanani Private Equity Group applied for the Retail Refresh Grant. The proposed project primarily includes a comprehensive lighting project to be completed across the entire shopping center. A full exterior cleaning of the property is also proposed through pressure washing and soft washing, as well as a restriping of the parking lot. According to the application, the project will improve safety, directly support businesses within the commercial center, and create a more welcoming, well-maintained public space.

The terms of the agreement include the following:

- One (1) year Performance Agreement between Sugar Land 4B Corporation and Dhanani Private Equity Group
- Dhanani Private Equity Group must begin construction of the project within six (6) months of the effective date and complete construction within one (1) year from the date the notice to proceed is issued to its general contractor for the project
- Within sixty (60) days following the completion date, Dhanani Private Equity Group must submit to the SL4B receipts and invoices showing that at least \$345,699.00 was spent on materials and services in the design and for the construction of the project, including at least \$69,139.00 on the qualifying improvements. Dhanani Private Equity Group must submit a complete reimbursement package in order to be eligible for the reimbursement incentive of \$69,139.00
- Beginning on the completion date and continuing until at least one (1) year thereafter, Dhanani Private Equity Group will create and maintain at least ten (10) employees at the Project Site. No later than 60 days following Completion of Construction, Dhanani Private Equity Group must submit to the SL4B documents showing that the Company has retained or created at least 10 employees at the project site. Additionally, there are clawback provisions in place if the minimum number of employees is not created or maintained.

The incentive payment of \$69,139.00 will be budgeted for in the FY26 budget.

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

Staff recommends holding a public hearing and approving the Performance Agreement between the Sugar Land 4B Corporation and Dhanani Private Equity Group.

Budget

Expenditure Required: \$69,139.00

Current Budget: \$500,000.00

Additional Funding: N/A

Funding Source: Business Incentives

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

Attachments

- 1. Performance Agreement - Retail Refresh Grant - First Colony Commons

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
AMONG THE SUGAR LAND 4B CORPORATION
AND DHANANI PRIVATE EQUITY GROUP**

RECITALS:

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

WHEREAS, on or about October 15, 2025, the Board of Directors (“Board”) of the SL4B approved Resolution No. SL4B-R-25-09, adopting a corporation policy for an SL4B retail refresh grant program (the “Program”); and

WHEREAS, Dhanani Private Equity Group (“Company”) has applied for a Reimbursement Incentive under the Program (*see* Exhibit A attached hereto); and

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

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

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

AGREEMENT:

The SL4B and Company agree as follows:

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

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

Agreement means this Economic Development Performance Agreement.

City means the City of Sugar Land, Texas.

Company means Dhanani Private Equity Group, the owner of the Project Site.

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

Employee means a person who:

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

Program means the SL4B Retail Refresh Grant Program, created by Resolution No. SL4B-R-25-09.

Project means the LED lighting upgrade, power washing, and pavement restriping for the entire Project Site, as shown on Exhibits A, B, and C, attached hereto and incorporated herein by reference.

Project Site means the commercial shopping center known as First Colony Commons, located at 15253 Southwest Freeway, Sugar Land, TX 77478.

Qualifying Improvements means those portions of the Project eligible for reimbursement under Section 505.103 of the Act, as may be amended, consisting of the improvements specifically listed in the attached Exhibit A, which is incorporated into this Agreement.

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

SL4B means the Sugar Land 4B Corporation, a non-profit economic development corporation created by the City as authorized by then section 4B of the Act, as amended.

Tenant means a person or entity that has leased space from the Company at the Project Site.

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

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

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

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

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

3. Company Obligations.

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

(b) Completion of Project and Certificate of Occupancy.

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

(c) Project.

- (1) By Completion of Construction, the Company will have spent at least \$345,699.00 on materials and services in the design and for the construction of the Project, including at least \$69,139.00 on the Qualifying Improvements.
- (2) No later than 60 days following Completion of Construction, the Company must submit to the SL4B receipts and invoices showing that the Company has spent at least \$345,699.00 on materials and services in the design and for the construction of the Project, including at least \$69,139.00 on the Qualifying Improvements.

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

- (1) Required Employees. Beginning on Completion of Construction, and continuing until at least one (1) year following Completion of Construction, the Company will create and maintain at least ten (10) Employees at the Project Site, and/or will have one or more Tenants with a total of 10 Employees at the Project Site. No later than 60 days following Completion of Construction the Company must submit to the SL4B

documents acceptable to the SL4B showing that the Company and/or one or more of its Tenants has created or retained at least 10 Employees at the Project Site.

- (2) Reimbursement for Failure to Maintain Required Employees. If the Company and/or its Tenants fail to maintain the minimum Employees at the Project for the one (1) year following Completion of Construction, as required by Section 3(d)(1) above, the SL4B may not declare an event of default if the Company, within 60 days of the end of that year in which the Company and/or its Tenants failed to maintain the required number of Employees for that year, makes a reimbursement payment to the SL4B in an amount determined as follows:
- A. Using the actual number of Employees maintained compared to the number of Employees required in Section 3(d)(1), calculate the percentage decrease below the number of Employees required, using the average number of Employees maintained in the Year.
 - B. Multiply that percentage decrease by one-half (1/2) of the total incentive payment of \$69,139.00 paid to Company under this Agreement, i.e. \$34,569.50.
 - C. Multiply that amount by 2.5% to obtain the amount of the reimbursement payment; and
 - D. Add on interest at the City's weighted average yield of its investment portfolio from the date the SL4B made the payment to the Company to the date of the Company's repayment.
- (3) No Offset for Company Exceeding Required Employees. If, for a Year or partial Year, the actual number of Employees exceeds the number required by Section 3(d)(1), the number of Employees that exceed the number of required Employees may not be credited against or used to offset any prior or future reimbursement based on number of Employees for another Year or Partial Year.

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

- (1) The information required under Sections 3(b)(2), 3(c)(2), and 3(d)(1) above;
- (2) A reimbursement package that includes:
 - A. Copies of all permits required to be obtained for the construction or installation of the Project;
 - B. Copies of receipts and sufficient supporting documentation showing that all contractors and/or materials have been paid in full for their work on the Project. Documentation may include receipts, invoices, cancelled checks and/or bank

statements;

- C. Copies of receipts and sufficient supporting documentation showing the amount paid for Qualifying Improvements. Documentation may include receipts, invoices, cancelled checks and/or bank statements;
- D. A letter from the property owner(s) warranting that the Project has been completed according to the requirements of this Agreement;
- E. Written approval from First Colony Community Services Association, Inc. for the Project; and
- F. Detailed color photographs of all completed improvements.

(f) Ongoing Reports; Inspections.

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

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

(h) Images. Company grants the SL4B and/or the City of Sugar Land an unrestricted right to use, for any lawful purpose, any photographs or video footage taken of the Project and/or Project Site, owned by Company and to which Company has the authority to grant such permission, and

to use the Company's name in connection therewith if the SL4B and/or City choose.

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

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

4. SL4B Economic Reimbursement Incentive Payment.

(a) Reimbursement Incentive Payment. Subject to other provisions of this Agreement, the SL4B agrees to pay one Reimbursement Incentive payment of \$69,139.00 to the Company. Staff will review the information submitted by Company under Sections 3(e)(1)-(2) above for completeness within thirty (30) days of receipt. If any information is missing, the SL4B will notify Company in writing and provide Company an additional thirty (30) days to provide any missing or incomplete information. If the required documentation is not complete at the end of that additional thirty (30) days, this Agreement will automatically terminate and the SL4B will have no obligation to pay the Reimbursement Incentive.

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

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

(d) The SL4B is funding this Agreement exclusively from economic development sales taxes it receives under the provisions of the Act. Should any legal impediment arise during the term of this Agreement, including a change in law, that prevents or prohibits the SL4B from making future incentive payments under this Agreement, either party may terminate this Agreement without further liability to the other.

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

6. Term and Termination.

(a) Unless terminated earlier as allowed in this Agreement, this Agreement begins on the Effective Date and terminates one (1) year from Completion of Construction. Obligations that will run past the expiration date survive such expiration or termination.

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

the city manager will send the Company written notice that the Company has violated this paragraph and that the Agreement terminates 30 days from the date of the notice.

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

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

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

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

8. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

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

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

(e) Retention of Records. For the term of this Agreement, the Company must retain all records, documents, and information made available to the SL4B for review under this Agreement for a period of seven (7) years from the date of the creation of the record, document, or information.

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

- Exhibit A – Company’s Application
- Exhibit B - List of Qualifying Improvements
- Exhibit C – Project Quotes

[Signature page follows]

SUGAR LAND 4B CORPORATION

DHANANI PRIVATE EQUITY GROUP

Kirt Kurchof, President

Date: _____

By:  _____

Name: Nick Dhanani

Title: Manager

Date: 10.24.25

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

EXHIBIT A

Company's Application

(See Attached)

EXHIBIT B

Qualifying Improvements



VARELA AMERICAN ELECTRIC INC.
Electrical Contractor License # 36002

10535 S Wilcrest Dr. Suite # 110, Houston TX 77099
832-361-8176 / 832-243-4931
mariov89electric@outlook.com

ESTIMATE
www.allforelectric.com

| | |
|-------------|-------------------|
| Date | Estimate # |
| 12/19/2024 | 222974 |

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| Ship To |
| DPG PRIVETE HOME DEPOT MAIN BUILDING15505 SOUTWEST FWY SUGARLAND maintenance@dhananipeg.com FERNANDO 352-433-9763 |

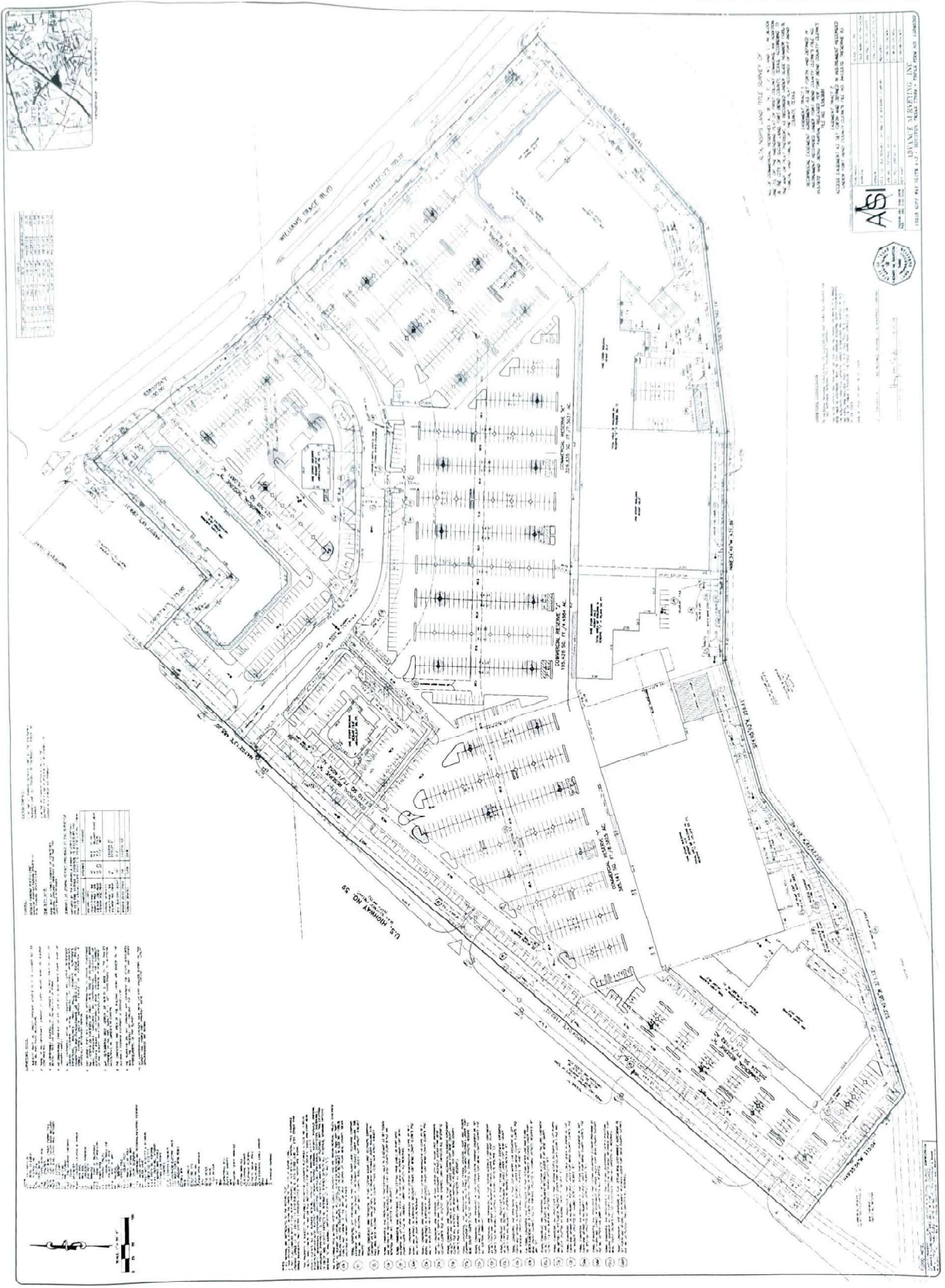
| Description | Qty | Rate | Amount |
|--|-----|------|--------|
| INSTALL NEW LED WALLPACK LIGHTS 120/277 VOLT 4000K UNDER NATIONAL ELECTRICAL CODE. | 52 | | 0.00 |
| INSTALL NEW LED COMMERCIAL DOWN LIGHTS 120/277 VOLT 4000K UNDER NATIONAL ELECTRICAL CODE. | 146 | | 0.00 |
| REMOVE THE EXISTING LIGHTS FIXTURE AND INSTALL NEW LED CANOPY LIGHT 120/277 VOLT 4000K UNDER NATIONAL ELECTRICAL CODE. | 7 | | 0.00 |
| THIS PRICE INCLUDE LABOR AND MATERIALES AND ONE YEAR WARRANTY ON LIGHTS FITURE | | | |

WE ACCEPT PAYMENTS USING THE FOLLOWING MASTERCARD, VISA, DISCOVER, CHECK, CASH, ZELLE (allforelectric@gmail.com)

COSTUMERS WILL BE ASSESSED A 3% CONVENIENCE FEE

| | |
|--------------------------|---------------------|
| Subtotal | \$220,000.00 |
| Sales Tax (8.25%) | \$18,150.00 |
| Total | \$238,150.00 |

Thank you for your business!



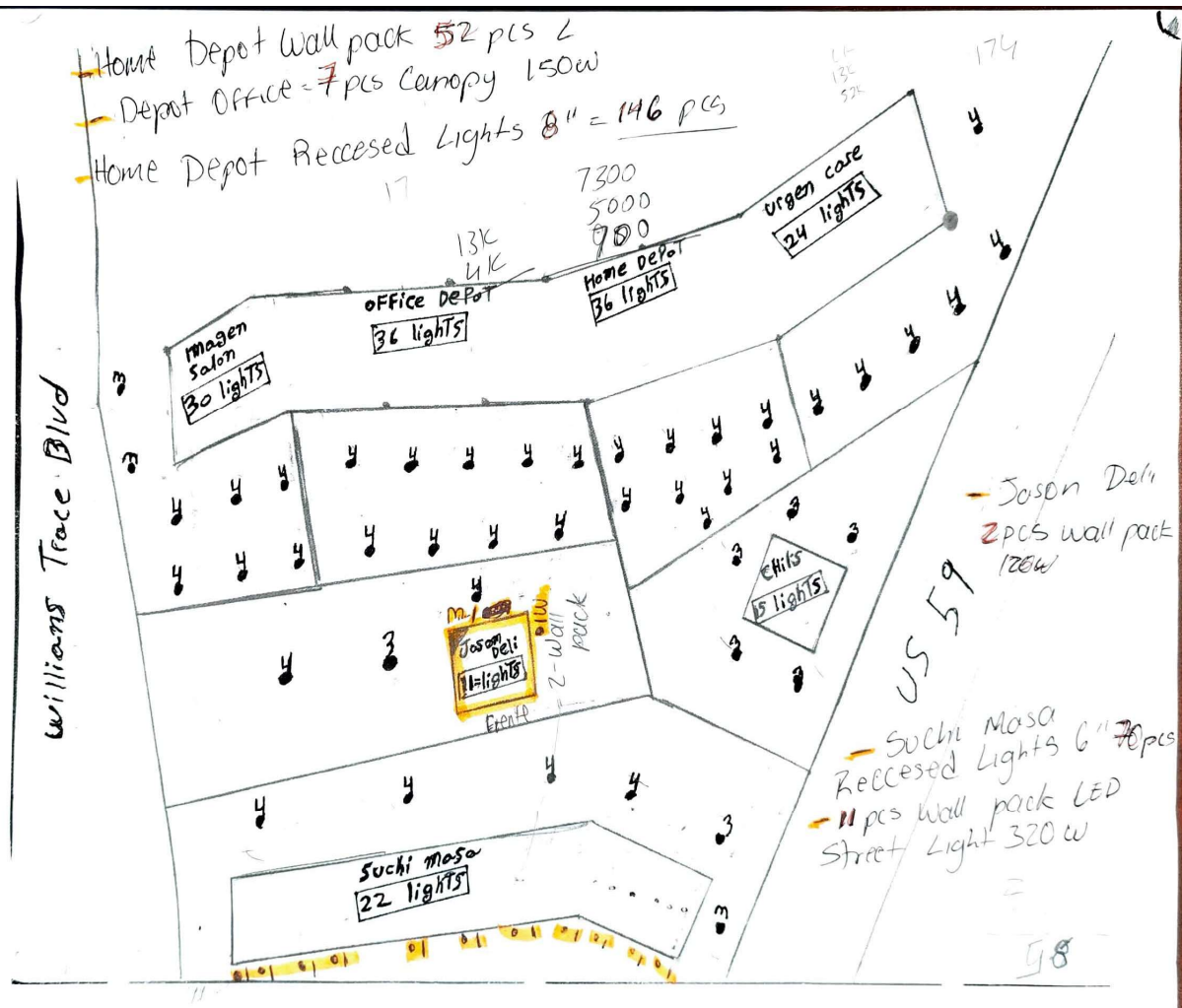




EXHIBIT C

Project Quotes

Invoice

Tax Invoice

Dhanani Construction, 11333 fountain lake dr, Stafford, Tx LA, United States

BILL TO
DPEG CONSTRUCTION

Invoice No.: 00246
Issue date: 2/6/2025
Due date: 3/9/2025

| | | | |
|----------------------|------------------------|----------------------|---------------------------------|
| Invoice No. 00246 | Issue Date 2/6/2025 | Due Date 3/9/2025 | Total due (USD) \$125,699.00 |
|----------------------|------------------------|----------------------|---------------------------------|

| Description | Quantity | Unit price (\$) | Amount (\$) |
|--|----------|-----------------|---------------------|
| First Colony Commons 15421 Southwest fwy Sugarland, Tx 77478 | 1 | 85,899.00 | 85,899.00 |
| Restripe Entire Parking Lot Paint all ADA/ Handicap/ Fire Lanes our team will ensure your parking lot is compliant and accessible for emergency vehicles. | | | |
| Power Wash Entire Parking lot including are by quest diagnostics and Jason Dell also Soft wash stucco awnings and remove cobwebs | 1 | 39,800.00 | 39,800.00 |
| Total 776,295 sq feet (surface cleaning) | | | |
| Subtotal: | | | \$125,699.00 |
| Total (USD): | | | \$125,699.00 |

Dhanani Construction
11333 fountain lake dr
Stafford, Tx LA
United States

preferredbuildoutcontractors@gmail.com



VARELA AMERICAN ELECTRIC INC.
Electrical Contractor License # 36002

10535 S Wilcrest Dr. Suite # 110, Houston TX 77099
832-361-8176 / 832-243-4931
mariov89electric@outlook.com

ESTIMATE
www.allforelectric.com

| Date | Estimate # |
|------------|------------|
| 12/19/2024 | 222974 |

| Ship To |
|--|
| DPG PRIVETE HOME DEPOT MAIN BUILDING15505 SOUTHWEST FWY SUGARLAND maintenance@dhananipeg.com FERNANDO 352-433-9763 |

| Description | Qty | Rate | Amount |
|--|-----|------|--------|
| INSTALL NEW LED WALLPACK LIGHTS 120/277 VOLT 4000K UNDER NATIONAL ELECTRICAL CODE. | 52 | | 0.00 |
| INSTALL NEW LED COMMERCIAL DOWN LIGHTS 120/277 VOLT 4000K UNDER NATIONAL ELECTRICAL CODE. | 146 | | 0.00 |
| REMOVE THE EXISTING LIGHTS FIXTURE AND INSTALL NEW LED CANOPY LIGHT 120/277 VOLT 4000K UNDER NATIONAL ELECTRICAL CODE. | 7 | | 0.00 |
| THIS PRICE INCLUDE LABOR AND MATERIALES AND ONE YEAR WARRANTY ON LIGHTS FITURE | | | |

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Thank you for your business!

| | |
|--------------------------|---------------------|
| Subtotal | \$220,000.00 |
| Sales Tax (8.25%) | \$18,150.00 |
| Total | \$238,150.00 |



Sugar Land 4B Corporation Agenda Request November 19, 2025

Agenda Request No: VI.A.

Agenda of: Sugar Land 4B Corporation Meeting

Initiated by: Emily Pollard, Communications Manager

Presented by: Emily Pollard, Communications Manager

Responsible Department: Redevelopment

Agenda Caption:

CONTRACT WITH SUGAR LAND TOWN SQUARE PROPERTY OWNERS ASSOCIATION, INC.

Consideration and action on the Marketing Sponsorship Agreement between the Sugar Land 4B Corporation and Sugar Land Town Square Property Owners Association, Inc.

Recommended Action:

Authorize the Sugar Land 4B Corporation (SL4B) to enter into a Marketing Sponsorship Contract with the Sugar Land Town Square Property Owners Association, Inc. (SLTSPOA) for the purpose of promoting economic development through events and marketing activations in Sugar Land Town Square.

Executive Summary:

Background:

Tax Increment Reinvestment Zone No. 1 (TIRZ 1), created in December 1998 to support the 32.8-acre mixed-use development, will expire in December 2025. Under the TIRZ project plan, \$250,000 on average was allocated annually to support marketing and event programming at Town Square, with matching contributions from the SLTSPOA funded by tenant fees.

With the TIRZ approaching expiration, Rebees—the property manager and plaza administrator for Town Square—has requested a new sponsorship agreement to sustain this successful partnership. The proposed SL4B sponsorship will continue funding for Town Square events and activations that support economic development, attract visitors, and enhance quality of life for residents and businesses.

Proposal:

The agreement provides an annual sponsorship payment of \$250,000 for up to three years (FY25–FY27), reimbursed upon documentation of equivalent event expenditures. In return,

SLTSPOA will deliver:

- **On-site recognition** through monument signage, LED screens, and branded activations.
- **Digital and media visibility** through co-branded features, newsletters, and press coverage.
- **Quarterly and annual reporting** that quantifies return on investment and economic impact.

This partnership ensures continued activation of Sugar Land Town Square beyond the life of TIRZ 1, aligning with the City’s economic development strategy to foster a vibrant, active, and economically competitive Town Center. Staff recommends Sugar Land 4B Corporation (SL4B) enter into a Marketing Sponsorship Agreement with the Sugar Land Town Square Property Owners Association, Inc. (SLTSPOA) to promote economic development and continued activation of Sugar Land Town Square through events and marketing initiatives.

Budget

Expenditure Required: \$250,000

Current Budget: N/A

Additional Funding: N/A

Funding Source: Sugar Land 4B Corporation

Account Number (ORG-OBJ-Project): 7041190-581000

Attachments

None



Sugar Land 4B Corporation Agenda Request November 19, 2025

Agenda Request No: VII.A.

Agenda of: Sugar Land 4B Corporation Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Devon Rodriguez, Director of Redevelopment

Responsible Department: Admin

Agenda Caption:

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

Recommended Action:

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