



City of Sugar Land

City Council Agenda

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

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

I. Attention

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

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

II. Call to Order

III. Invocation

Council Member Stewart Jacobson

IV. Pledges of Allegiance

Council Member Stewart Jacobson

V. Recognition

A. SCENIC CITY PLATINUM CERTIFICATION AWARD

Henry Vavrecka, Right of Way Services Manager

B. SHAYLA LEE

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION
EARLY CAREER LEADERSHIP AWARD in MEMORY of WILLIAM
H. HANSELL, Jr.

Michelle McCrimmon, Assistant City Manager

VI. Public Comment

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

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

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

VII. Consent Agenda

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

- A. **MINUTES**
Consideration of and action on the approval of the minutes of the November 18, 2025, meeting.
Linda Mendenhall, City Clerk
- B. **INTERLOCAL AGREEMENT WITH FORT BEND SUBSIDENCE DISTRICT**
Consideration of and action on authorization of a Interlocal Agreement with the Fort Bend Subsidence District, in the amount of \$79,990.00, for the Water Conservation Education Program sponsorship.
Margo Watson, Water Resources Manager
- C. **CONTRACT WITH TROJAN TECHNOLOGIES CORPORATION**
Consideration of and action on authorizing execution of a goods and services contract with Trojan Technologies Corp. in the amount of \$679,953.42 for replacement of all Rack #3 and Rack #4 membrane filter modules.
David Whittemore, Assistant Director of Utilities
- D. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-54: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED.**
Jing Xiao, Director of Finance
- E. Consideration of and action on the **CITY OF SUGAR LAND RESOLUTION NO. 25-50: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, EVIDENCING THE CITY'S CONSENT TO THE ANNEXATION OF 323.9 ACRES OF LAND INTO FORT BEND MUNICIPAL UTILITY DISTRICT NO. 269A, IN ACCORDANCE WITH THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH PULTE HOMES OF TEXAS, L.P. AND THE TEXAS WATER CODE.**
Meredith Riede, City Attorney
- F. **SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2365: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ABANDONING A PORTION OF THE SARTARTIA ROAD RIGHT-OF-WAY.**
Bryan Norton, Real Property Manager
- G. **SECOND 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
- H. **SECOND 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

VIII. Contracts and Agreements

A. INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR DUHACSEK PARK

Consideration of and action on the agreement between the City of Sugar Land and Fort Bend County for Duhacsek Park.

Kimberly Terrell, Interim Director of Communications

B. CONTRACT ASSIGNMENT FROM MUD NO. 269

Consideration of and action on acceptance of the assignment of three (3) construction contracts from MUD 269 for the Ryehill Water Plant (\$12,813,148.00), South of the Brazos Wastewater Treatment Plant (\$52,198,815.00), and Mass Grading and Detention Pond (\$1,705,322.00), in the total amount of \$66,717,285.00; and authorization of budget amendments to reallocate funding among CIP projects CWA2506, CSW2501, CWW2503, and CWWCONT.

Robert Wilson, Assistant City Engineer

C. CONTRACT WITH R & B GROUP INCORPORATED

Consideration of and action on a construction contract with R & B Group Incorporated for the rehabilitation of Lift Station 48 and installation of a 16-inch force main, as part of CIP CWW2301, in the amount of \$6,004,810.95.

Jonathan Braun, Assistant City Engineer

IX. Ordinances and Resolutions

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-38: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING A CITY COUNCIL POLICY FOR A GREAT HOMES UPDATE ECONOMIC DEVELOPMENT PROGRAM; AND REPEALING RESOLUTION NO. 24-44.**

Ana Rodriguez, Community Development Coordinator

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

Jessica Echols, Senior Planner

- C. **FIRST CONSIDERATION:** Consideration of an action on **CITY OF SUGAR LAND ORDINANCE NO. 2396: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING PROVISIONS IN CHAPTER 5 RELATED TO STOPPING, STANDING, AND PARKING OF VEHICLES; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

Nicole Guevara, Assistant Director of Neighborhood Services

- D. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE 2397: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 4 OF THE LAND DEVELOPMENT CODE BY AMENDING SIGN REGULATIONS RELATED TO POLITICAL SIGNS.**

Nicole Guevara, Assistant Director of Neighborhood Services

- E. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-51**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CASTING VOTES FOR THE FORT BEND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE 2026 TO 2029 TERM OF OFFICE.

Jing Xiao, Director of Finance

X. City Council and City Manager Reports

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

XI. Closed Executive Session

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

Section 551.087 Deliberation Regarding Economic Development Negotiations:

For the purpose of deliberation regarding the offer of a financial or other incentive to a business prospect the City seeks to have locate, stay, or expand in or near the City.

Jennifer Alexander, Business Development Manager, Alba Penate-Johnson, Assistant Director of Economic Development

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

Section 551.074 Personnel Matters:

For the purpose of discussion with respect to the Municipal Court Judge annual performance evaluation.

Carol McCutcheon, Mayor

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

Section 551.074 Personnel Matters:

For the purpose of discussion with respect to the City Manager annual performance evaluation.

Carol McCutcheon, Mayor

XII. Adjournment

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

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

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

Posted on this **DATE/TIME**



City Council Agenda Request

December 2, 2025

Agenda Request No: V.A.

Agenda of: City Council Meeting

Initiated by: Henry Vavrecka, Right of Way Services Manager

Presented by: Henry Vavrecka, Right of Way Services Manager

Responsible Department: Public Works

Agenda Caption:

SCENIC CITY PLATINUM CERTIFICATION AWARD

Recommended Action:

The recommendation is to recognize the City of Sugar Land for achieving the Platinum Scenic City Award.

Executive Summary:

The City of Sugar Land has been an active gold member in the Scenic City Program for several years. This program recognizes cities that have chosen to invest in scenic conservation, thoughtful planning, and community pride. Every five (5) years, there is an opportunity to recertify and upgrade the certification. This past year was our opportunity to recertify. Through the recertification process, an application is completed that lists all ordinances that directly reflect how the City governs, implements and maintains the aesthetic scenery of our city. Through constant ordinance improvements, enforcement, and maintenance, the City of Sugar Land was awarded the Platinum Scenic City Award, which is the highest level of certification.

The City of Sugar Land officially received a Scenic City Platinum Certification Award on October 30, 2025 during the TML Conference in Fort Worth. This accomplishment is a culmination of the hard work of several departments and the city as a whole. The ongoing maintenance of enhanced public spaces, managed signage, protected trees, green spaces, and encouraged design is what elevates the community's quality of life. The leadership, vision, and the collective commitment we share in making Sugar Land more beautiful, and sustainable, shines through with this certification.

I am pleased to announce that the City of Sugar Land has received the Certified Scenic City Platinum Award for 2025-2030.

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. Image
2. Sugarland2025(P)





PROUD TO BE
A Certified *Scenic* City

Sugar Land

PLATINUM AWARD RECIPIENT
2025 - 2030

Scenic City Certification Program

an initiative of

Scenic Texas



Scenic City
CERTIFICATION PROGRAM



City Council Agenda Request

December 2, 2025

Agenda Request No: V.B.

Agenda of: City Council Meeting

Initiated by: Natalie Serrano, City Council Liaison

Presented by: Michelle McCrimmon, Assistant City Manager

Responsible Department: Strategic and Government Affairs

Agenda Caption:

SHAYLA LEE

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

EARLY CAREER LEADERSHIP AWARD in MEMORY of WILLIAM

H. HANSELL, Jr.

Recommended Action:

Recognize Shayla Lee for receiving the International City/County Management Association (ICMA) Early Career Leadership Award in Memory of William H. Hansell, Jr.

Executive Summary:

Shayla Lee, Director of Strategic & Government Affairs, is the recipient of the 2025 International City/County Management Association's (ICMA) Early Career Leadership Award. Established in memory of former ICMA Executive Director William H. Hansell Jr., this international award highlights an early-career local government professional who has demonstrated exceptional leadership, competency and commitment to local government as a profession.

Shayla's visionary leadership, strategic approach and unwavering commitment to public service have allowed her to rapidly ascend through the ranks and distinguish herself as an early career local government leader.

Shayla began her career as a management analyst in the City of Sugar Land's Data & Innovation Department, where her innovative problem-solving skills led to her promotion to assistant to the city manager. She now leads the Strategic and Government Affairs Department, focusing on innovation, mentorship, and accountability. Lee's leadership has transformed city operations and workplace culture, making Sugar Land a model for local governance. She also founded the City Care Club to support employees and improve staff morale. Lee is committed to professional growth, strengthening the Management Analyst Program, and fostering collaboration with City Council, department heads, and external partners. Her strategic decision-making has driven

innovation and efficiency across the organization.

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

December 2, 2025

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Linda Mendenhall, City Clerk

Responsible Department:

Agenda Caption:

MINUTES

Consideration of and action on the approval of the minutes of the November 18, 2025, meeting.

Recommended Action:

Consideration of and action on the approval of the minutes of the November 18, 2025, meeting.

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. 11.18.25 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, November 18, 2025
City Council Meeting Minutes
City Council Chamber
5:30 PM

I. Attention

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II. Call to Order

QUORUM PRESENT

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

III. Invocation

Council Member Jim Vonderhaar

IV. Pledges of Allegiance

Council Member Jim Vonderhaar

V. Recognition

A. SUGAR LAND SUGARNAUTS RECOGNITION

Briana Williams, Assistant Director of Parks & Recreation

VI. Public Comment

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No members of the public addressed the Council.

VII. Consent Agenda

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A. MINUTES

Consideration of and action on the approval of the minutes of the November 4, 2025 meeting.

Linda Mendenhall, City Clerk

A motion to **Approve the consent agenda items A through F** , was made by Suzanne Whatley and seconded by Robert Boettcher; the motion **Passed**.

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

B. CONTRACT WITH CIGNA HEALTH AND LIFE INSURANCE COMPANY

Consideration of and action on authorization of a contract with CIGNA Health and Life Insurance Company, in the amount of \$1,883,288.00, for the period January 1, 2026 through December 31, 2026, for stop loss coverage for the City's self-funded group medical plans.

Paula J. Kutchka, Director of People & Culture

C. CONTRACT WITH STRIPES AND STOP COMPANY INC.

Consideration of and action on the authorization of a contract with Stripes and Stops Company, Inc. for Pavement Marking Services in the amount of \$300,000 for the first year, with up to four (4) automatic one-year renewals, for a total contract amount not to exceed \$1,500,000.

James Turner, City Traffic Engineer

D. CONTRACT WITH FORT BEND COUNTY

Consideration of and action on authorization of an Interlocal Project Agreement with Fort Bend County for the milling and overlay rehabilitation of Cabrera Drive, with the City funding materials in an amount not to exceed \$50,000.

Ryon Bell, Streets and Drainage Manager

E. SECOND 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

- F. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-52**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE CI-BYRNE STATE CRISIS INTERVENTION GRANT PROGRAM FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE, THROUGH THE TEXAS OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION (CJD); DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO EXECUTE GRANT RELATED DOCUMENTS TO ACCEPT, REJECT OR TERMINATE THE GRANT; 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

VIII. Contracts and Agreements

A. **CONTRACT WITH LONGHORN EXCAVATORS, INC.**

Consideration of and action on authorization of a construction contract with Longhorn Excavators, Inc. in the amount of \$19,967,739.00 for CIP CDR2301 Oyster Creek Diversion Channel and Detention Facilities, including regional floodplain mitigation and detention improvements in the Tract 2 area.

Robert Wilson, Assistant City Engineer

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

A motion to **Approve a construction contract with Longhorn Excavators, Inc. in the amount of \$19,967,739.00** , was made by Suzanne Whatley and seconded by Rick Miller; the motion **Passed**.

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

B. **INTERLOCAL AGREEMENT WITH FORT BEND COUNTY**

Consideration of and action on approval of an Interlocal Agreement with Fort Bend County to accept \$56,012,500 in County Mobility Bond funds for eligible projects within Sugar Land's 2023 Mobility Bond Program and authorize the City Manager to oversee project delivery and administration.

Jonathan Braun, Assistant City Engineer

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

A motion to **Approve Interlocal Agreement with Fort Bend County**, was made by Robert Boettcher and seconded by Jim Vonderhaar; the motion **Passed**.

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

C. **CONTRACT WITH URBANO ARCHITECTS**

Consideration of and action on authorization of a professional services contract with

Urbano Architects in the amount of \$496,000.00 for the design of exterior preservation improvements to the Imperial Char House, CMU2509.

Robert Wilson, Assistant City Engineer

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

A motion to **Approve a professional services contract with Urbano Architects in the amount of \$496,000.00**, was made by Suzanne Whatley and seconded by Stewart Jacobson; the motion **Passed**.

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

IX. Ordinances and Resolutions

- A. Consideration of and action on: **CITY OF SUGAR LAND RESOLUTION NO. 25-27**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, DETERMINING THAT THE CONSTRUCTION MANAGER-AT-RISK PROCUREMENT METHOD PROVIDES THE BEST VALUE FOR THE MOTHBALLING PRESERVATION WORK FOR THE IMPERIAL CHAR HOUSE.

Robert Wilson, Assistant City Engineer

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

A motion to **Approve Resolution No. 25-27**, 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

- B. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-53**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING THE CITY OF SUGAR LAND 2025-2027 STRATEGIC ACTION PLAN UPDATE; AND REPEALING RESOLUTION NO. 25-14.

Shayla Lee, Director of Strategic & Government Affairs

Shayla Lee, Director of Strategic & Government Affairs, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Resolution No. 25-53**, 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

X. Workshop

A. **SPACE COWBOYS 2025 ANNUAL REPORT**

Review of and discussion on the 2025 Space Cowboys season and Constellation Field Annual Report.

Garrett Greene, Manager, Broadcasting and Media Relations - Constellation Field, Ana Rodriguez, Community Development Coordinator

Ana Rodriguez, Community Development Coordinator, introduced Garrett Greene. Garrett Greene, Manager, Broadcasting and Media Relations- Constellation Field, gave a presentation, made comments, and answered questions from the Council.

B. **SIDEWALK MOBILITY MANAGEMENT PROGRAM**

Review of and discussion on the proposed Sidewalk Mobility Management Program.

Ray Song, Engineering Manager, Keisha Seals, Assistant Director of Public Works

Keisha Seals, Assistant Director of Public Works, and Ray Song, Engineering Manager, gave a presentation, made comments, and answered questions from the Council.

C. **REVIEW OF PROPOSED COMMUNITY EXPO PLAN OF ACTION**

Review of and discussion on the proposed Community Expo Plan supporting the City's 2025-2027 Strategic Action Plan.

Briana Williams, Assistant Director of Parks & Recreation, Sabrina Abdulla, Director of Customer Experience

William Hajdik, Interim Director of Parks & Recreation, introduced Briana Williams. Briana Williams, Assistant Director of Parks & Recreation, gave a presentation, made comments, and answered questions from the Council.

XI. City Council and City Manager Reports

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

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.

XII. Adjournment

A motion to **Adjourn at 7:16 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 December 2, 2025

Agenda Request No: VII.B.

Agenda of: City Council Meeting

Initiated by: Margo Watson, Water Resources Manager

Presented by: Margo Watson, Water Resources Manager

Responsible Department: Utilities

Agenda Caption:

INTERLOCAL AGREEMENT WITH FORT BEND SUBSIDENCE DISTRICT

Consideration of and action on authorization of a Interlocal Agreement with the Fort Bend Subsidence District, in the amount of \$79,990.00, for the Water Conservation Education Program sponsorship.

Recommended Action:

Consideration of and Action on authorization of an Interlocal Agreement by and between the Fort Bend Subsidence District and the City of Sugar Land, in the amount of \$79,990.00 for the Water Conservation Education Program sponsorship.

Executive Summary:

The Fort Bend Subsidence District's (District) Regulatory Plan (Plan) was created to establish policy in the areas of groundwater regulation, permits and enforcement, and to establish District regulatory areas and regulatory requirements. The District has designed a Water Conservation Education Program to increase water conservation awareness and activity through education and programming. The District provides regulated entities, like the City of Sugar Land, opportunity to gain groundwater credits redeemable toward their groundwater reduction requirements by sponsoring the District's Conservation Program.

Formerly known as the WaterWise program, the new and improved water conservation school program, now called H2O LAB!, provides locally-based water education to 3rd through 6th-grade at no cost to the teachers or students. The TEKS-aligned lessons allow teachers to easily integrate the program into their classroom. Material and resources are available through the program's secure online web application, where teachers have access to on-demand tutorials, can download digital lesson plans in multiple languages, and can track student activities and assessment data submitted through the online portal. Both teachers and students have exciting opportunities to win cool prizes as they complete activities and also receive a free take-home water conservation kit filled with products that can be used to save water at home.

The goal of the program is to educate students to value water in the region, provide tools and resources to help families practice water-saving habits, as well as raise awareness about subsidence and ways to prevent it. This program is made available through sponsorships from local water providers and businesses.

Generating Groundwater Credits is a strategy of the City's Integrated Water Resources Plan and the credits generated through the District's education programming are an important contribution to meeting the goals of this water management strategy. The Groundwater Credits earned are a recommended risk mitigation strategy that could be utilized to meet conversion requirements and offset disincentive fees during times of drought or loss of surface water infrastructure.

During FY 25, the City sponsored the District's Conservation Program at a cost of \$ 79,990.00, gaining 179.82 million gallons in groundwater credits. Since 2007, the City has generated 3.5 billion gallons in groundwater credits through sponsorship of the District's Conservation Program.

For each sponsorship of \$38.00 to the Districts' Conservation Program, the City receives an 84,000-gallon groundwater credit. Funding of \$80,000.00 for FY 26 sponsorship is available in the Utilities, Surface Water Division budget.

The Utilities Department recommends that the City Council approve the Inter-Local Agreement with the Fort Bend Subsidence District for sponsorship of the District's Water Conservation Program, not to exceed the amount of \$79,990.00.

Budget

Expenditure Required: \$79,990.00

Current Budget: \$80,000.00

Additional Funding: N/A

Funding Source: Utilities - Surface Water Fund

Account Number (ORG-OBJ-Project): 6019150-581000

Attachments

1. FBSD FY26 Education Sponsorships Interlocal Agreement

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into by and between the Fort Bend Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and City of Sugar Land, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

WITNESSETH:

WHEREAS, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals governed by Chapter 8834, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

WHEREAS, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

WHEREAS, the Subsidence District has designed a Water Conservation Education Program to increase water conservation awareness and activity primarily through education of elementary and intermediate students along with other water conservation program objectives and initiatives; and

WHEREAS, education in water conservation methods and technology has been demonstrated as an effective means of reducing water demand in households and businesses; and

WHEREAS, the education of elementary and intermediate students in the Subsidence District's Water Conservation Education Program has been tested in area schools; and

WHEREAS, the plumbing retrofit devices used as part of the elementary and intermediate school education program have been tested in the Harris County Municipal Utility District No. 55,

jointly sponsored by that district, the Texas Water Development Board, and the Subsidence District, and have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

WHEREAS, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

WHEREAS, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

I.

PROGRAM ADMINISTRATION

1.01 The Subsidence District will coordinate the Program by establishing and maintaining programs designed to achieve reductions in water demand in municipal, industrial, commercial, educational, agricultural, recreational, and household use. In-school water conservation education programs may include:

- (A) providing school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and web-based applications, to area schools.
- (B) providing training to teachers and all support functions such as slide presentations, video presentations, publications, and program outlines;
- (C) conducting an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators, and parents, and provide the evaluation results to the Sponsor; and
- (D) providing information related to other water conservation program objectives and initiatives.

1.02 The Subsidence District shall provide water conservation credits as follows:

- (A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater for each Program sponsorship.
- (B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided, however, that the Certificates of Deposit will be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.
- (C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's permitted groundwater allocation by the amount of the water conservation credit by a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the Subsidence District in effect at the time of the permit.

1.03 The Subsidence District shall perform all coordination activities without additional charge to the Sponsor.

II. PAYMENT

2.01 The Sponsor agrees to 2105 sponsorships for the Program for one year from the date of the execution of this Agreement.

The Subsidence District agrees to pursue sponsorships at the following school in the Fort Bend ISD.

Any school in the City of Sugar Land

If the Subsidence District is unable to obtain enrollments at the preferred school by January 9, 2026, the Sponsor agrees to sponsor the agreed number of students either at any school within the Subsidence District with enrollments needing sponsorship or when all enrollments have been fulfilled sponsor the Water Conservation Program.

2.02 The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to \$38.00 per sponsorship. The above

payment shall provide sponsorship for one year.

2.03 Upon renewal of this Agreement, the Sponsor may seek to adjust the number of sponsorships by providing a written request to the Subsidence District.

2.04 The Sponsor warrants that funds to support this program have been budgeted for the current fiscal year.

2.05 This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

III. TERM AND TERMINATION

3.01 The term of this Agreement shall be from the effective date hereof for the 2025-2026 academic year until termination by non-renewal by the Sponsor or termination of the program by the Subsidence District. This Agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

3.02 The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from Sponsor and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

IV. MISCELLANEOUS

4.01 Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

4.02 Each party to the contract is paying for the performance of the contract from current revenues and will pay for each subsequent year this Agreement continues from the revenues budget for that year. The parties agree that each party is paying fair compensation for the services or products rendered.

4.03 This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

4.04 The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

4.05 The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

SPONSOR

By: _____ (Title)

ATTEST:

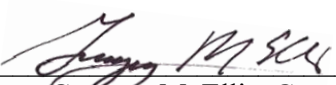
By: _____
(Title)

Date: _____

FORT BEND SUBSIDENCE DISTRICT


By: Michael J. Turco, General Manager

ATTEST:


By: Gregory M. Ellis, General Counsel



City Council Agenda Request December 2, 2025

Agenda Request No: VII.C.

Agenda of: City Council Meeting

Initiated by: John Bailey, Surface Water Plant Manager

Presented by: David Whittemore, Assistant Director of Utilities

Responsible Department: Utilities

Agenda Caption:

CONTRACT WITH TROJAN TECHNOLOGIES CORPORATION

Consideration of and action on authorizing execution of a goods and services contract with Trojan Technologies Corp. in the amount of \$679,953.42 for replacement of all Rack #3 and Rack #4 membrane filter modules.

Recommended Action:

Consideration of and action on authorization of a Contract with Trojan Technologies Corp., in the amount of \$679,953.42, for the Surface Water Treatment Plant - Rack 3 and 4 membrane filter modules replacement; and authorization of a Budget Amendment in the amount of \$679,953.42 to expenditures.

Executive Summary:

The Surface Water Treatment Plant (SWTP) utilizes low pressure membrane filtration modules (98 modules per rack) for pathogen and particulate removal from raw Oyster Creek water. The modules are manufactured by Trojan Technologies Corp. (aka; Aria Filtra). The manufacturers' estimated life expectancy for these modules is 10-15 years. Our filters have been in continuous operation for almost eleven years since November 2013.

When the SWTP was constructed, module replacement on all racks was planned and funds were set aside to replace them before they reached the point of failure. In FY25, SWTP operations staff began the module replacement effort for all five racks by first purchasing and exchanging the modules on Rack #5. This year, staff is recommending to replace the modules on Rack #3 and #4.

Trojan Technologies Corp. is the manufacturer and sole parts and service provider of our low-pressure membrane system. The contract agreement with them was signed on November 3, 2025. The funding is currently in a utility-restricted cash reserve specific for membrane replacement. A budget amendment of \$679,953.42 will be made to move the funding into the Utility Fund surface water operations repair and maintenance account.

Staff recommends the award of a contract with Trojan Technologies Corp. in the amount of \$679,953.42 for the replacement of one hundred and ninety-six membrane filter modules; additionally, a budget amendment in the amount of \$679,953.42.

Budget

Expenditure Required: \$679,953.42

Current Budget: 0

Additional Funding: None

Funding Source: Restricted Membrane Replacement Reserve

Account Number (ORG-OBJ-Project): 6019150

Attachments

1. Single Sole Source Documentation 2018.08.07-signed
2. Sole Source Letter City of Sugarland Module Replacement

SINGLE / SOLE SOURCE DOCUMENTATION
Texas Local Government Code 252.022

Department: <u>Public Works</u>	Project #: _____
Requested By: <u>John Bailey</u>	Phone #: <u>2002</u>
Vendor Name: <u>Aria Filtra</u>	Est. Cost: <u>\$ 679,953.42</u>
Description of Purchase: <u>Membrane System Rack #3 and #4 Module Replacement</u>	

The City is using a single * or sole ** source purchasing method because:

The product or service is required for compatibility with existing equipment, supplies, or services.

Justification:

Aria Filtra (formerly PALL Separation Systems) is the manufacturer of our membrane filtration system and the only qualified vendor to perform service and provide support and programming of the new equipment.

The following steps were taken to verify that a similar product/service is not available elsewhere:

Other

Justification:

Received sole source letter from vendor.

*Single Source: Only one vendor can be used due to patents, copyrights, secret processes, or natural monopolies.

** Sole Source: Only one vendor possesses the unique capability to meet the City's requirements.

Additional Comments:

Clearances:

David Whittemore

Digitally signed by David Whittemore
Date: 2025.11.12 08:25:50 -06'00'

Department Head

Date

Trojan Technologies Corp.
PO Box 5630, 839 State Rte. 13 •
Cortland, NY 13045-5630 USA
866-475-0115 phone • 607.758.4526 fax
www.ariafiltracs@trojantechnologies.com

July 9, 2024

City of Sugarland

RE: Sole Source Provider

AriaFiltration is the sole source provider of specific equipment, ancillary components, and programming incorporated into your Microfiltration System. The sole source products/services include but are not limited to the following:

- UNA-620A Modules and associated fittings as it relates to installation of these filters.
- **Aftermarket Service execution on the AriaFiltration MF Maintenance Agreements including Inspection, CIP, 24/7 Technical Phone Support and associated hardware and training packages, i.e. “Field Service”**
- Proprietary controls and associated hardware for the MMI and PLC interface computer.
- Programming changes for all operations.

The AriaFiltration proposal dated June 26, 2024 for the UNA-620A Membranes and associated fittings for the City of Sugarland Water Treatment Plant has specific equipment that are proprietary in nature and protected under Aria Filtra intellectual property.

Please feel free to contact me if you have any further questions.

Alexander Braman
Regional Sales Manager
Phone: 720-202-6536
E-mail: alexander.braman@trojantechnologies.com



City Council Agenda Request December 2, 2025

Agenda Request No: VII.D.

Agenda of: City Council Meeting

Initiated by: Betty Jurado, Administrative Coordinator

Presented by: Jing Xiao, Director of Finance

Responsible Department: Finance

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-54:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED.

Recommended Action:

Staff recommends that the City Council approve Resolution 25-54 declaring the City's official intent to reimburse certain expenditures from the proceeds of future tax-exempt bonds not to exceed \$132,900,000

Executive Summary:

The proposed resolution authorizes the City to declare its official intent to reimburse itself for eligible project expenditures made prior to the issuance of tax-exempt bonds. This action is required under Internal Revenue Service (IRS) regulations (Treasury Regulation Section 1.150-2) to preserve the City's ability to use bond proceeds to reimburse prior expenditures on capital projects. This procedural step is a common and prudent practice in municipal finance to maintain flexibility in project funding and compliance with federal tax requirements for tax-exempt financing.

The FY2026 budget has capital projects that are planned to be funded from the issuance of tax-exempt debt. The City has reasonable expectations for the bond issuance; City staff and the financial advisor will finalize the bond issuance timetable based on the bond market. To avoid project delay, Resolution 25-54 will authorize the City to start the budget-approved CIP projects prior to the bond sale.

The FY 2026 budget approved bond-funded projects are shown below by the funding sources:

Utility Projects funded by Revenue Bonds

PROJECT NAME	2026 BUDGET
SWTP Rehab Phase 1 - Chemical System Replacement/Improvements	\$2,000,000
SWTP Rehab Phase 2- Treatment Module 1 Improvements and Membrane Replacement	291,250
Collection System Rehabilitation Program	2,300,000
Tract 2 Wastewater Improvements	22,000,000
South of Brazos Wastewater Treatment Plant	4,365,327
Distribution System Water Main Rehabilitation Program	300,000
Groundwater Plant Rehabilitation	2,160,000
Well Rehabilitation	1,870,000
SCADA Improvements	380,000
Groundwater Building Improvements	400,000
Water South of the Brazos - Water Treatment Plant Phase I	5,100,000
Water Project Contingency	19,541
Total Projects- Revenue Bonds	\$41,186,118

GO Bond Projects

PROJECT NAME	2026 BUDGET
Burney/Main Sidewalk Widening	\$300,000
Austin Parkway Reconstruction Phase I	262,500
Austin Parkway Reconstruction Phase II	462,500
Public Safety Facility Rehabilitations	3,250,000
Fire Apparatus Replacement & Rebuild	2,175,000
Public Safety Training Facility Phase III	29,225,000
Major Street Rehabilitation	550,000
Chatham at McAllister Drainage Modifications	500,000

SH 6 at Brooks St Drainage Modifications	625,000
Windmill Drainage Modifications	5,350,000
Strategic Traffic Flow Projects	450,000
Public Services Building Rehabilitation & Modernization	4,075,000
Hillstone Drainage Modifications	7,100,000
Sidewalk Program Rehabilitation & Replacement	2,175,000
Residential Street Reconstruction & Panel Replacement	550,000
Traffic Signal Rehabilitation	775,000
Animal Shelter	16,550,000
Total Projects- GO Bonds	\$74,375,000

Certificate of Obligation Projects

PROJECT NAME	2026 BUDGET
New Fuel Farm	\$3,000,000
Runway Rehabilitation	10,000,000
Rental Car and Vertiport Parking	2,500,000
Airport Projects- COs	\$15,500,000

In addition to the above FY 2026 CIP projects, the City may issue Certificates of Obligation not to exceed \$1,800,000 to reimburse the developer of the Park at Eldridge Public Improvement District (PID) for the eligible Facilities' Cost according to the Reimbursement Agreement by and between the City and the developer.

The projects may be ready to move forward ahead of the planned bond sale, and IRS allows for reimbursement of expenditures made up to 60 days prior to the approval date of this Resolution and allows up to 18 months for the City to issue the bonds.

By adopting this Resolution, the City is not issuing debt at this time, nor committing to any specific financing. Instead, the Resolution ensures that costs incurred for authorized capital projects—such as planning, design, land acquisition, or preliminary construction—may be reimbursed from bond proceeds when the City issues future debt to finance those projects.

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. Reimbursement Resolution 25-54_TS_1142025(v1)

RESOLUTION 25-54

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED

THE STATE OF TEXAS §
CITY OF SUGAR LAND §

WHEREAS, the City of Sugar Land, Texas (the “City”), is a home rule city of the State of Texas, authorized to finance its activities by issuing obligations pursuant to the Texas Government Code and Texas Local Government Code, which may include obligations the interest on which is excludable from gross income for federal income tax purposes (“Tax-Exempt Obligations”), pursuant to Section 103 of the Internal Revenue of 1986, as amended (the “Code”); and

WHEREAS, the City will make or has made, not more than 60 days prior to the date hereof, and will continue to make payments with respect to the projects listed on **Exhibit A** attached hereto (the “Financed Facilities and Improvements”); and

WHEREAS, the City reasonably expects to issue Tax-Exempt Obligations in one or more series and pursuant to different state law provisions to reimburse itself for the costs associated with the Financed Facilities and Improvements; and

WHEREAS, the City desires to reimburse itself for the costs associated with the Financed Facilities and Improvements from the proceeds of Tax-Exempt Obligations to be issued subsequent to the date hereof; and

NOW, THEREFORE, be it resolved that:

Section 1. The City hereby declares its intent to reimburse itself for all costs paid within the last 60 days and that will be paid subsequent to the date hereof in connection with the acquisition of the Financed Facilities and Improvements from the proceeds of Tax-Exempt Obligations to be issued subsequent to the date hereof. The City intends that the adoption of this Resolution confirms and constitutes the “official intent” of the City with respect to the Financed Facilities and Improvements within the meaning of Treas. Reg. § 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

Section 2. Each expenditure to be reimbursed pursuant to this Resolution was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to capital account under general federal income tax principles (determined as of the date of the expenditure) or (b) a cost of issuance with respect to Tax-Exempt Obligations issued for the Financed Facilities and Improvements.

Section 3. The City intends to make a reimbursement allocation, which is a written allocation by the City that evidences the City’s use of proceeds of Tax-Exempt Obligations issued for the Financed Facilities and Improvements to reimburse an expenditure, no later than 18 months after the later of the date on which the expenditure is paid or the applicable portion of the Financed Facilities and Improvements are placed in service or abandoned, but in no event more than three years after the date on which the expenditure is paid, subject to exceptions available under Treas.

Reg. § 1.150-2(f) for certain “preliminary expenditures,” costs of issuance, and certain *de minimis* amounts.

Section 4. The City reasonably expects that the maximum principal amount of Tax-Exempt Obligations issued by the City to finance costs in one or more issues associated with the Financed Facilities and Improvements listed on **Exhibit A** will not exceed \$132,900,000.

Section 5. This Resolution will be kept in the books and records maintained by the City with respect to the Tax-Exempt Obligations.

PASSED AND APPROVED this _2nd_ day of December 2025.

CITY OF SUGAR LAND, TEXAS

By: _____
Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

(SEAL)

APPROVED AS TO LEGALITY:

/s/ Thomas A. Sage

Bond Attorney
HUNTON ANDREWS KURTH LLP

EXHIBIT A

Financed Facilities and Improvements

Item or Fund - - Described by Character, Type or Purpose

The acquisition, construction, furnishing, equipment, repair, renovation, expansion, and improvement of facilities and infrastructure in the City, including, but not limited to:

Reimbursement for Park at Eldridge PID

\$1,800,000

Waterworks and Sewer System: For the study, design, acquisition, improvement, rehabilitation, extension, and equipment of the City's waterworks and sewer system collection system, including:

PROJECT NAME	2026 BUDGET
SWTP Rehab Phase 1 - Chemical System Replacement/Improvements	\$2,000,000
SWTP Rehab Phase 2- Treatment Module 1 Improvements and Membrane Replacement	291,250
Collection System Rehabilitation Program	2,300,000
Tract 2 Wastewater Improvements	22,000,000
South of Brazos Wastewater Treatment Plant	4,365,327
Distribution System Water Main Rehabilitation Program	300,000
Groundwater Plant Rehabilitation	2,160,000
Well Rehabilitation	1,870,000
SCADA Improvements	380,000
Groundwater Building Improvements	400,000
Water South of the Brazos - Water Treatment Plant Phase I	5,100,000
Water Project Contingency	19,541
Total Projects- Revenue Bonds	\$41,186,118

Municipal Airport: For the study, design, acquisition, improvement, rehabilitation, extension, and equipment of the City’s airport, including:

PROJECT NAME	2026 BUDGET
New Fuel Farm	\$3,000,000
Runway Rehabilitation	10,000,000
Rental Car and Vertiport Parking	2,500,000
Total Projects- Airport	\$15,500,000

General Obligation:

(a) For public safety facilities, including the renovation of the existing police department and municipal court building, the expansion of the public safety training facility, and the expansion, renovation, and replacement of the City’s fire stations and fire apparatuses;

(b) For streets, sidewalks, trails and mobility system, including streetscape, drainage, traffic equipment, signalization and street lighting;

(c) For drainage improvements;

(d) For municipal facilities, including construction of a new field maintenance facility and the rehabilitation and modernization of municipal buildings; and

(e) For municipal facilities, including animal shelter and control facilities; including:

PROJECT NAME	2026 BUDGET
Burney/Main Sidewalk Widening	\$300,000
Austin Parkway Reconstruction	262,500
Austin Parkway Reconstruction	462,500
Public Safety Facility Rehabilitations	3,250,000
Fire Apparatus Replacement	2,175,000
Public Safety Training Facility Phase III	29,225,000
Major Street Rehabilitation	550,000
Chatham at McAllister Drainage	500,000
SH 6 at Brooks St Drainage Modification	625,000
Windmill Drainage Modification	5,350,000
Strategic Traffic Flow Projects	450,000
Public Services Building Rehabilitation	4,075,000
Hillstone Drainage Modification	7,100,000
Sidewalk Program Rehabilitation	2,175,000
Residential Street Reconstruction	550,000
Traffic Signal Rehabilitation	775,000
Animal Shelter	16,550,000
Total Projects- GO Bonds	\$74,375,000



City Council Agenda Request December 2, 2025

Agenda Request No: VII.E.

Agenda of: City Council Meeting

Initiated by: Meredith Riede, City Attorney

Presented by: Meredith Riede, City Attorney

Responsible Department: Legal

Agenda Caption:

Consideration of and action on the **CITY OF SUGAR LAND RESOLUTION NO. 25-50**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, EVIDENCING THE CITY'S CONSENT TO THE ANNEXATION OF 323.9 ACRES OF LAND INTO FORT BEND MUNICIPAL UTILITY DISTRICT NO. 269A, IN ACCORDANCE WITH THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH PULTE HOMES OF TEXAS, L.P. AND THE TEXAS WATER CODE.

Recommended Action:

Approve Resolution 25-50

Executive Summary:

The City and Pulte Homes of Texas, L.P. entered into an Amended and Restated Development Agreement on January 16, 2024, regarding the development of approximately 958 acres of land located within the City's extraterritorial jurisdiction (ETJ). As part of that Agreement, the City consented to the creation of a Municipal Utility District (FBC MUD No. 269) to provide certain public services to the development. Jen Texas LLC 37, a subsidiary of Pulte, has submitted a petition to annex additional property into FBC MUD No. 269. While the Amended and Restated Development Agreement includes the City's consent to such annexations, state law requires the City to adopt a Resolution formally evidencing this consent. The Resolution attached to this item satisfies the requirements of both the Development Agreement and the Texas Water Code.

Budget

Expenditure Required: none

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. Ryehill MUD Annex consent Resolution
2. PETITION

RESOLUTION NO. 25-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS
CONSENTING TO THE ANNEXATION OF 323.9 ACRES OF LAND INTO FORT BEND
COUNTY MUNICIPAL UTILITY DISTRICT NO. 269A.**

WHEREAS, the City's City Council consented to the creation of Fort Bend County Municipal District No. 269A (the "District") to serve the development known as Ryehill; and

WHEREAS, the District is located within the extraterritorial jurisdiction of the City; and

WHEREAS, Chapter 49.0425 of the Texas Local Government Code, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants it written consent, by resolution or ordinance, to the inclusion of land within the district; **NOW, THEREFORE**,

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

Section 1. All of the matters and facts set forth in the preamble hereof are true and correct.

Section 2. The Petition for Consent to Annex Land into a Municipal Utility District (the "Petition") is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 3. The City Council of the City hereby specifically gives its written consent to the annexation of the 323.9 acres described in the Petition and exhibit attached hereto, into the District.

Section 4. This Resolution shall take effect immediately from and after its passage.

APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Clerk

Attachment:

Exhibit A: Petition for Consent to Annex Land into Fort Bend County Municipal Utility District 269A

STATE OF TEXAS §
COUNTY OF FORT BEND §

Page 42 of 168

- (3) the reclamation and drainage of its overflowed land and other land needing drainage;
- (4) the conservation and development of its forests, water, and hydroelectric power;
- (5) the navigation of its inland and coastal water;
- (6) the control, abatement, and change of any shortage or harmful excess of water;
- (7) the protection, preservation, and restoration of the purity and sanitary condition of water within the state;
- (8) the preservation of all natural resources of the state; and,
- (9) the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

The District is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for domestic and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; the construction, installation, maintenance, purchase and operation of roads and park and recreational facilities and the construction, installation, maintenance, purchase and operation of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and services. The health and welfare of the future inhabitants of the Tract require the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system, roads and park and recreational facilities.

The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems, roads and park and recreational facilities will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tracts are of such a nature that a waterworks system, sanitary and storm sewer systems, roads and recreational facilities can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$78,000,000.

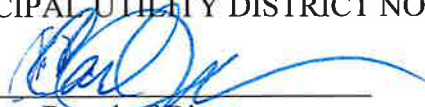
WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Sugar Land, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

[The remainder of this page intentionally left blank]

RESPECTFULLY SUBMITTED THIS May 9, 2025.

“DISTRICT”

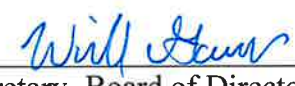
FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 269A



President, Board of Directors

ADDRESS:
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP
1330 Post Oak Boulevard, Suite 2650
Houston, Texas 77056

ATTEST:



Secretary, Board of Directors

(DISTRICT SEAL)

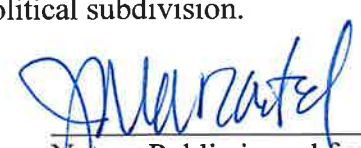


THE STATE OF TEXAS

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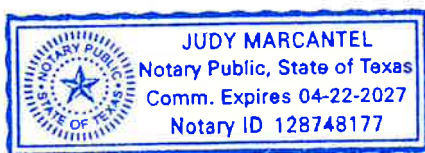
COUNTY OF HARRIS

This instrument was acknowledged before me on the 9th day of May, 2025, by Carl Drews, President of the Board of Directors of Fort Bend County Municipal Utility District No. 269A, a political subdivision, on behalf of said political subdivision.



Notary Public in and for
the State of Texas

(SEAL)



"PROPERTY OWNER"

JEN TEXAS 37, LLC
a Texas limited liability company

By: 
Thomas Woliver, Vice President

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 9 day of May, 2025,
by Thomas Woliver, Vice President of Jen Texas 37, LLC, a Texas limited liability company, on
behalf of said limited liability company.


Notary Public in and for
the State of Texas

(SEAL)

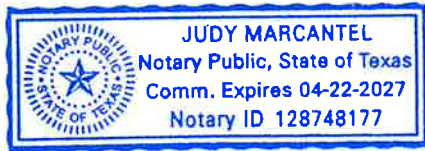


Exhibit “A”

The Tracts

[attached]

**METES AND BOUNDS DESCRIPTION
FOR
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 269A
ANNEXATION TRACTS**

Being 323.9 acres of land, comprised of a 196.2-acre tract of land (Part One) and a 127.7-acre tract of land (Part Two) situated in the J. Kuykendall Survey, A-48 in Fort Bend County, Texas; said tracts being a portion of a called 690.84-acre tract of land and a 205.92-acre tract of land conveyed to JEN TEXAS 37 LLC in deed recorded in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2024001914; said tracts being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

PART ONE: 196.2 ACRES

BEGINNING: at a 5/8-inch iron rod with cap found for the northwest corner of Royal Lakes Manor Section One, a subdivision recorded in Plat Number 20040170 of the Fort Bend County Plat Records (F.B.C.P.R.), being an interior corner of said 690.84-acre tract;

THENCE: along and with the common line of said Section One and said 690.84-acre tract, S 22°07'50" W, a distance of 3102.18 feet to the northeast corner of a called 1.802-acre tract of land (Parcel 18) recorded in Case Number 21-CCV-070265 of the Fort Bend County Court at Law (F.B.C.C.L.) and the southeast corner of said 690.84-acre tract;

THENCE: along and with the south line of said 690.84-acre tract, the north line of said Parcel 18 and the north line of a called 11.04-acre tract of land (Parcel 14) recorded in Case Number 21-CCV-070259 of the F.B.C.C.L., the following five (5) courses:

1. N 77°48'42" W, a distance of 251.74 feet;
2. Along a tangent curve to the left, having a radius of 1090.00 feet, a central angle of 28°47'29", a chord bearing and distance of S 87°47'34" W, 541.99 feet, for an arc length of 547.73 feet;
3. S 73°23'49" W, a distance of 320.18 feet;
4. Along a tangent curve to the right, having a radius of 990.00 feet, a central angle of 16°49'13", a chord bearing and distance of S 81°48'26" W, 289.59 feet, for an arc length of 290.63 feet;
5. N 89°46'57" W, a distance of 403.19 feet;

THENCE: through and within said 690.84-acre tract, the following twenty-three (23) courses:

1. Along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 44°46'57" W, 35.36 feet, for an arc length of 39.27 feet;
2. N 00°13'03" E, a distance of 197.09 feet;

3. Along a tangent curve to the right, having a radius of 950.00 feet, a central angle of 18°46'17", a chord bearing and distance of N 09°36'11" E, 309.85 feet, for an arc length of 311.24 feet;
4. N 18°59'20" E, a distance of 14.54 feet;
5. Along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 63°59'20" E, 35.36 feet, for an arc length of 39.27 feet;
6. N 18°59'20" E, a distance of 105.00 feet;
7. Along a non-tangent curve to the right, having a radial bearing of N 18°59'14" E, a radius of 25.00 feet, a central angle of 90°00'06", a chord bearing and distance of N 26°00'43" W, 35.36 feet, for an arc length of 39.27 feet;
8. N 18°59'20" E, a distance of 317.47 feet;
9. Along a tangent curve to the left, having a radius of 1468.50 feet, a central angle of 16°00'08", a chord bearing and distance of N 10°59'16" E, 408.81 feet, for an arc length of 410.14 feet;
10. Along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 87°26'54", a chord bearing and distance of N 46°42'39" E, 34.56 feet, for an arc length of 38.16 feet;
11. N 00°26'06" E, a distance of 105.00 feet;
12. N 89°33'54" W, a distance of 1.14 feet;
13. Along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 86°36'09", a chord bearing and distance of N 46°15'50" W, 34.29 feet, for an arc length of 37.79 feet;
14. Along a tangent curve to the left, having a radius of 1468.50 feet, a central angle of 31°05'44", a chord bearing and distance of N 18°30'37" W, 787.24 feet, for an arc length of 796.98 feet;
15. Along a tangent curve to the right, having a radius of 56.50 feet, a central angle of 63°19'29", a chord bearing and distance of N 02°23'45" W, 59.32 feet, for an arc length of 62.45 feet;
16. Along a tangent curve to the left, having a radius of 121.50 feet, a central angle of 04°05'44", a chord bearing and distance of N 27°13'08" E, 8.68 feet, for an arc length of 8.69 feet;
17. Along a tangent curve to the right, having a radius of 181.50 feet, a central angle of 29°23'29", a chord bearing and distance of N 39°52'00" E, 92.09 feet, for an arc length of 93.11 feet;
18. N 54°33'45" E, a distance of 10.80 feet;
19. N 35°26'15" W, a distance of 105.00 feet;

20. N 54°33'45" E, a distance of 171.31 feet;
21. Along a tangent curve to the left, having a radius of 575.00 feet, a central angle of 39°44'08", a chord bearing and distance of N 34°41'41" E, 390.83 feet, for an arc length of 398.77 feet;
22. N 83°12'41" W, a distance of 119.35 feet;
23. N 06°47'19" E, a distance of 908.98 feet to the north line of said 690.84-acre tract, same being on the southerly line of the Gulf Colorado & Sante Fe Railway Company Right-of-way (recognized as 100-feet wide; no deed information found);
- THENCE: along and with the common line of said 690.84-acre tract and said railroad Right-of-way, S 83°11'51" E, a distance of 2917.21 feet;
- THENCE: through and within said 690.84-acre tract, the following five (5) courses:
1. S 06°55'24" W, a distance of 181.62 feet;
 2. S 58°40'17" W, a distance of 22.85 feet;
 3. Along a non-tangent curve to the right, having a radial bearing of S 60°51'28" W, a radius of 50.00 feet, a central angle of 55°48'20", a chord bearing and distance of S 01°14'22" E, 46.80 feet, for an arc length of 48.70 feet;
 4. S 83°04'36" E, a distance of 139.22 feet;
 5. S 06°55'24" W, a distance of 431.98 feet to the common line of said 690.84-acre tract and said Royal Lakes Manor Section One;
- THENCE: along and with said common line, N 67°53'47" W, a distance of 391.69 feet to the POINT OF BEGINNING, and containing 196.2 acres of land.

PART TWO: 127.7 ACRES

- COMMENCING: at a 5/8-inch iron rod with cap found for the northwest corner of Royal Lakes Manor Section One, a subdivision recorded in Plat Number 20040170 of the Fort Bend County Plat Records (F.B.C.P.R.), being an interior corner of said 690.84-acre tract;
- THENCE: along and with the common line of said Section One and said 690.84-acre tract, S 22°07'50" W, a distance of 3296.83 feet to a iron rod with cap stamped "TEAMS" found for the southwest corner of said Section One and the northwest corner of Royal Lakes Manor Section Two, a subdivision recorded in Plat Number 20150062 of the F.B.C.P.R.;
- THENCE: along and with the common line of said 205.92-acre tract and said Section Two, S 22°08'18" W, a distance of 466.21 feet to the POINT OF BEGINNING of the herein described tract;
- THENCE: continuing along and with said common line, S 22°08'18" W, a distance of 1957.28 feet;

THENCE: through and within said 205.92-acre tract, the following six (6) courses:

1. N 67°51'49" W, a distance of 441.51 feet;
2. S 22°08'11" W, a distance of 74.15 feet;
3. Along a tangent curve to the left, having a radius of 25.00 feet, a central angle of 48°11'23", a chord bearing and distance of S 01°57'30" E, 20.41 feet, for an arc length of 21.03 feet;
4. Along a tangent curve to the right, having a radius of 50.00 feet, a central angle of 83°15'42", a chord bearing and distance of S 15°34'39" W, 66.43 feet, for an arc length of 72.66 feet;
5. S 06°35'50" E, a distance of 21.56 feet;
6. S 22°08'11" W, a distance of 140.57 feet to the south line of said 205.92-acre tract and the north line of a called 2433-acre tract of land (3rd tract) recorded in Volume 64, Page 106 of the Fort Bend County Deed Records;

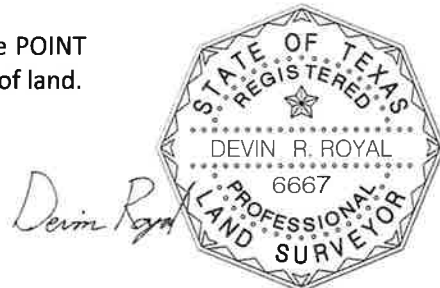
THENCE: along and with the south line of said 205.92-acre tract and the north lines of said 2433-acre tract and Lamar C.I.S.D. George Ranch High School, a subdivision recorded in Plat Number 20080195 of the F.B.C.P.R., N 67°40'17" W, a distance of 4216.21 feet;

THENCE: through and within said 205.92-acre tract, the following thirty-six (36) courses:

1. S 72°21'43" E, a distance of 63.07 feet;
2. S 80°32'02" E, a distance of 102.94 feet;
3. N 88°01'14" E, a distance of 95.49 feet;
4. N 78°32'48" E, a distance of 115.03 feet;
5. N 67°13'35" E, a distance of 87.38 feet;
6. N 65°57'55" E, a distance of 44.94 feet;
7. N 72°24'59" E, a distance of 21.22 feet;
8. N 68°39'06" E, a distance of 371.62 feet;
9. N 73°06'08" E, a distance of 533.57 feet;
10. N 89°02'14" E, a distance of 826.61 feet;
11. S 86°57'19" E, a distance of 1307.57 feet;
12. N 89°44'06" E, a distance of 769.92 feet;
13. S 86°02'15" E, a distance of 59.40 feet;
14. S 77°21'54" E, a distance of 47.74 feet;
15. N 90°00'00" E, a distance of 121.29 feet;
16. N 47°45'19" E, a distance of 1.70 feet;
17. S 82°37'07" E, a distance of 19.21 feet;

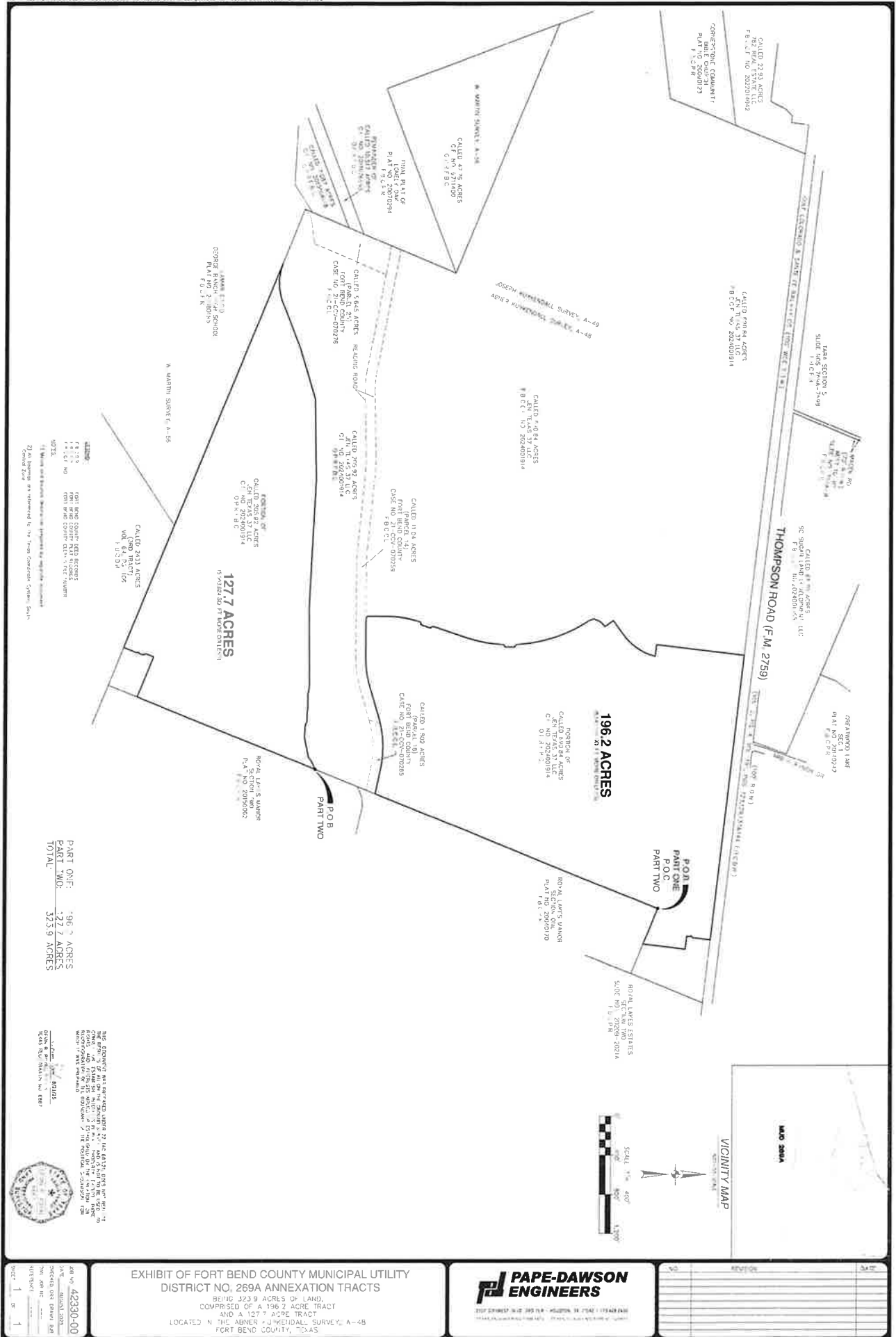
18. S 84°28'15" E, a distance of 68.97 feet;
19. N 87°07'07" E, a distance of 30.13 feet;
20. S 81°02'35" E, a distance of 18.16 feet;
21. N 85°04'14" E, a distance of 8.45 feet;
22. S 81°52'04" E, a distance of 20.62 feet;
23. S 67°09'40" E, a distance of 35.00 feet;
24. S 85°29'38" E, a distance of 66.47 feet;
25. S 86°31'52" E, a distance of 54.68 feet;
26. N 79°15'51" E, a distance of 82.57 feet;
27. N 74°25'08" E, a distance of 29.83 feet;
28. N 82°34'54" E, a distance of 9.71 feet;
29. N 79°17'36" E, a distance of 80.59 feet;
30. N 55°29'53" E, a distance of 59.60 feet;
31. N 55°39'02" E, a distance of 6.52 feet;
32. N 62°02'25" E, a distance of 11.31 feet;
33. N 65°23'00" E, a distance of 8.17 feet;
34. N 69°10'16" E, a distance of 19.80 feet;
35. N 64°26'48" E, a distance of 33.93 feet;
36. N 61°51'23" E, a distance of 6.79 feet to the POINT
OF BEGINNING, and containing 127.7 acres of land.

PART ONE	196.2 ACRES
PART TWO	<u>127.7 ACRES</u>
TOTAL	323.9 AC RES



THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

PREPARED BY: Pape-Dawson Consulting Engineers, LLC
DATE: August 21, 2025
Job No.: 42330-00
DOC. ID: K:\Survey\PROJECTS\CIVIL HOUSTON\42330-00 FBCMUD 269A\Word\135125 MUD269A Annexation Tracts.docx





City Council Agenda Request December 2, 2025

Agenda Request No: VII.F.

Agenda of: City Council Meeting

Initiated by: Bryan Norton, Real Property Manager

Presented by: Bryan Norton, Real Property Manager

Responsible Department: Engineering

Agenda Caption:

SECOND CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2365:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ABANDONING A PORTION OF THE SARTARTIA ROAD RIGHT-OF-WAY.

Recommended Action:

Approve the second reading of City of Sugar Land Ordinance No. 2365, authorizing the abandonment of a portion of Sartartia Road Right of Way.

Executive Summary:

In 1997, the 30' right-of-way ("ROW") known as Sartaria Rd. was dedicated to Fort Bend County by Fort Bend County Levee Improvement District NO. 7 and filed for record on June 12, 1997, under file number 9735964 in the Fort Bend County Property Records. On December 12, 2017, Sartartia Rd. was annexed into the City by way of Ordinance No. 2075.

The property owner (LID 7) to the north and south of Sartartia Rd. ROW has been in discussions with the City about plans to expand its detention facilities located along a portion of Sartartia Rd, which has necessitated the reconfiguration of Sartartia Rd ROW. During the review of this expansion, City staff has reviewed the ROW dedication document and construction plans dedicating a newly constructed ROW, located outside the City and within its ETJ. The existing Sartartia Rd. ROW currently provides access to property owners located at the end of Sartartia Rd. The new ROW will provide a new public access point to those property owners located at the end of the existing Sartartia Rd. As part of its review, City staff determined that the proposed new ROW has been recorded and dedicated as a public ROW. The newly constructed right-of-way has negated the need for the City to maintain and keep open a 0.5231-acre section of Sartartia Road as City right-of-way.

Texas Transportation Code § 311.007 authorizes the City to abandon right-of-way on its own initiative if it finds that the abandonment is in the public interest. Staff has determined that the

0.5231 acre section of Sartartia Rd. ROW is not needed as a public-way, and recommends abandonment of that portion.

The abandonment of a portion of Sartartia Rd. will be done by ordinance, which will require two readings. A metes and bounds description and survey map have been prepared for the abandonment. Upon the abandonment of the portion of Sartartia Rd., the abandoned portion will be returned to the adjacent landowners, which is LID 7. Council approved the first reading of Ordinance 2365 abandonment of a portion of Sartartia Rd. back on July 1, 2025.

Engineering and Real Property recommend City Council approve the second reading of Ordinance No. 2365, authorizing the abandonment of a portion of Sartartia Rd.

Budget

Expenditure Required: No

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

- 1.1 Ordinance Partially Abandoning Sartartia Rd

ORDINANCE NO. 2365

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ABANDONING A PORTION OF THE SARTARTIA ROAD RIGHT-OF-WAY.

WHEREAS, the right-of-way known as Sartartia Road was dedicated to Fort Bend County by Donation Deed, filed for record on June 12, 1997, under File No. 9735964 of the Fort Bend County Property Records; and

WHEREAS, effective December 12, 2017, the City succeeded to Fort Bend County's rights in those portions of Sartartia Road located in New Territory, when New Territory was annexed into the City by Ordinance No. 2075; and

WHEREAS, Fort Bend County Levee Improvement District No. 7 ("LID 7") owns a significant amount of property located adjacent to Sartartia Road; and

WHEREAS, LID 7 identified a need to improve its detention facilities along a portion of Sartartia Road, which has necessitated the reconfiguration of the right-of-way; and

WHEREAS, the new right-of-way is located outside of the City, in its ETJ; and

WHEREAS, the newly constructed right-of-way has negated the need for the City to maintain and keep open a 0.5231 acre section of Sartartia Road as City right-of-way; and

WHEREAS, Texas Transportation Code § 311.007 authorizes the City to abandon right-of-way on its own initiative, if it finds that the abandonment is in the public interest; and

WHEREAS, the City Council has determined that the abandonment of a 0.5231 acre portion of the Sartartia Road right-of-way is in the public interest; NOW, THEREFORE;

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

Section 1. That the City Council adopts the recitals and findings set forth in the preamble to this Ordinance, which are found to be true and correct.

Section 2. That a 0.5231 acre (22,785 square feet) portion of Sartartia Road is abandoned as a public street right-of-way, as described by metes and bounds in the attached Exhibit A and shown on the survey attached as Exhibit B, which are incorporated into this Ordinance.

APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Attachments:

Exhibit A - Metes and Bounds Description

Exhibit B - Survey

EXHIBIT A

December 22, 2022
Job No. LJA001-2703-2012

**DESCRIPTION OF
0.5231 ACRE (22,785 SQUARE FEET)
PORTION OF SARTARTIA ROAD
WITHIN THE CORPORATE LIMITS OF
THE CITY OF SUGAR LAND
TO BE ABANDONED**

Being a 0.5231 acre (22,785 square feet) tract of land located in the J.H. Cartwright League, Abstract 16, Fort Bend County, Texas, said 0.5231 acre tract being a portion of that certain called 1.412 acre tract of land donated to Fort Bend County in Clerk's File Number 9735964 of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 0.5231 acre (22,785 square feet) tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING for reference at a 5/8-inch iron rod with cap stamped "PINNELL 3968" found for the southeast corner of that certain called 1.1068 acre tract of land conveyed to Fort Bend County Levee Improvement District No. 7 by an instrument of record in Clerk's File Number 2021204458, F.B.C.O.P.R., the northwest corner of that certain called 0.1817 acre tract of land conveyed to Fort Bend County in Clerk's File Number 1999056239, F.B.C.O.P.R., and the northeast corner of that that certain called 0.1795 acre tract of land conveyed to Fort Bend County in Clerk's File Number 1999056240, F.B.C.O.P.R., and on the west line of a called 1.2868 acre tract of land conveyed to Charlie Earl Bishop in Clerk's File Number 9559872, F.B.C.O.P.R., from which a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the southwest corner of said 1.1068 acre tract bears South 86° 43' 10" West, 260.56 feet;

Thence, South 03° 16' 50" East, 30.00 feet to the POINT OF BEGINNING and northeast corner of the herein described tract, said point lying on the north line of aforementioned 1.412 acre tract, and the north line of said 0.1817 acre tract, common to the Corporate Limits of the City of Sugarland by ordinance No. 2075, recorded in Clerk's File No. 2017105661, F.B.C.O.P.R.;

Thence, South 03° 16' 50" East, departing said common line, 30.00 feet a point on the south line of said 1.412 acre tract;

0.5231 acre

December 22, 2022
Job No. LJA001-2703-2012

Thence, South 86° 43' 10" West, along the south line of said 1.412 acre tract, 759.69 feet to a point for corner;

Thence, North 02° 34' 07" West, departing said south line, 30.00 feet to a point for corner on the north line of said 1.412 acre tract and the south line of that certain called 0.0880 acre tract conveyed to Fort Bend County an instrument of record in Clerk's File Number 1999056236, F.B.C.O.P.R., same being on the aforementioned Corporate Limits of the City of Sugar Land, from which a 1/2-inch iron found marking the southwest corner of said 0.0880 acre tract bears South 86° 43' 10" West, 94.70 feet;

Thence, North 86° 43' 10" East, along the north line of said 1.412 acre tract, the Corporate Limits of the City of Sugar Land, the south line of said 0.0880 acre tract, the south line of that certain called 0.1428 acre tract of land conveyed to Fort Bend County in Clerk's File Number 1999056237, F.B.C.O.P.R., the south line of that certain called 0.1775 acre tract of land conveyed to Fort Bend County in Clerk's File Number 1999056238, F.B.C.O.P.R., the south line of aforementioned 0.1795 acre tract, and the south line of aforementioned 0.1817 acre tract, at 33.35 feet passing a 1/2-inch iron rod found marking the southeast corner of said 0.0880 acre tract, common to the southwest corner of said 0.1428 acre tract, at 240.63 feet passing a 1/2-inch iron rod found marking the southeast corner of said 0.1428 acre tract, common to the southwest corner of said 0.1775 acre tract, at 498.37 feet passing a 1/2-inch iron rod found marking the southeast corner of said 0.1775 acre tract, common to the southwest corner of said 0.1795 acre tract, at 758.89 feet passing a 5/8-inch iron rod found marking the southeast corner of said 0.1795 acre tract, common to the southwest corner of said 0.1817 acre tract, continuing in all, a total distance of 759.31 feet to the POINT OF BEGINNING and containing 0.5231 acre (22,785 square feet) of land.

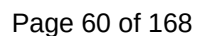
Corner monuments not set at client's request.



LJA Surveying, Inc.

Page 2 of 2

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City Council Agenda Request December 2, 2025

Agenda Request No: VII.G.

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:

SECOND 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:

Consider and approve the second 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.

Ordinance No. 2389 was approved unanimously on first reading during the November 4, 2025 City Council meeting.

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) (1)

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.

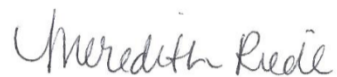
APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Clerk



City Council Agenda Request December 2, 2025

Agenda Request No: VII.H.

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:

SECOND 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:

Consider and approve the second 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.

Ordinance No. 2393 was approved unanimously on first reading during the November 4, 2025 City Council meeting.

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

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



City Council Agenda Request

December 2, 2025

Agenda Request No: VIII.A.

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:

INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR DUHACSEK PARK

Consideration of and action on the agreement between the City of Sugar Land and Fort Bend County for Duhacsek Park.

Recommended Action:

Review and Approve

Executive Summary:

Review and approve an Interlocal and Lease Agreement between the City of Sugar Land and Fort Bend County for the development, maintenance, and management of Duhacsek Park.

Background:

The City acquired Duhacsek Park through donation in 2001 from Virginia and Walter Duhacsek. The 50-acre park, located outside City limits, includes a pavilion and historic house surrounded by pecan trees and is available by reservation only. A portion of the site across Red Gully is leased to MUD 41 and has been developed for park use.

Fort Bend County's voter-approved bond program allocates \$9.2 million for improvements at Duhacsek Park. The City and County have collaborated on a long-term agreement, modeled after the Cullinan Park partnership, to transfer park operations and development responsibilities to the County while maintaining compliance with the original trust agreement and deed restrictions.

Agreement Summary:

The Interlocal and Lease Agreement establishes a 50-year lease (with optional 25-year renewals) allowing the County to operate, maintain, construct, and equip park and recreational facilities at Duhacsek Park. Key provisions include:

- County payment of all operating, maintenance, utility, and improvement costs.
- Development of a County-led master plan within one year, including public and City input.
- Allowed improvements require approval by the City and can include amenities such as multipurpose lighted sports fields, parking, trails, dog park, boardwalk, restrooms, signage, landscaping, and drainage enhancements.
- Preservation requirements for pecan trees and the historic homestead, which may be remodeled but not demolished.
- Park name will stay the same with City and County branding on the signage.
- County-managed facility rentals, with revenues restricted to park operations and Sugar Land receiving 5% of gross revenue from revenue-generating functions.
- Security and policing provided by the County.
- Upon termination or expiration, all improvements become the property of the City.

Next Steps:

The terms of the agreement will be presented to City Council for consideration and approval. Following City Council's approval, Fort Bend County will present the agreement to Commissioner's Court for consideration and approval at their next meeting in December.

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. 20251120 FBC Duhacsek ILA

**INTERLOCAL AND LEASE AGREEMENT
REGARDING DUHACSEK PARK**

This Interlocal and Lease Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the City of Sugar Land, Texas ("Sugar Land"), a municipal corporation and home-rule city, acting by and through its City Council. The County and Sugar Land may be referred to collectively herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Sugar Land is the owner of a 49.9595-acre park generally known as Duhacsek Park ("Park"), located at 17034 Old Richmond Road, Sugar Land, Texas, and as further described in Exhibit A; and

WHEREAS, Sugar Land acquired ownership of the Park pursuant to a Trust Agreement created by the Walter W. and Virginia W. Duhacsek Charitable Remainder Unitrust and transferred to Sugar Land pursuant to a Special Warranty Deed dated April 23, 2001 and recorded as file 2001035179 in the Fort Bend County Real Property records; and

WHEREAS, Sugar Land has designated and used the Park as a public park and recreation area; and

WHEREAS, development on the tract is restricted by covenants ("Restricted Covenants"); and

WHEREAS, the Parties have discussed mutual goals regarding the construction and operation of permanent improvements in the Park in a manner consistent with the Restricted Covenants and appropriate for the use and enjoyment of residents of Sugar Land and Fort Bend County; and,

WHEREAS, Fort Bend County is willing to operate and maintain the Park and to implement the construction of permanent improvements in the Park, and Sugar Land is willing to make the land comprising the Park (saving and excepting the land subject to an existing lease with Municipal Utility District 41) available to Fort Bend County for such purposes, and

WHEREAS, the County approved a Parks bond in the amount of \$10,431,250.00, with \$9.2 million allocated for Duhacsek Park and \$1.1 million for the Gannoway Lake Park

located in Sugar Land for design and construction of park facilities; and

WHEREAS, Sugar Land and the County believe it is in their best interests to enter into this Agreement to facilitate improvements and increase usage of the Park for the citizens of Fort Bend County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

AGREEMENT
ARTICLE I.
LEASE, RENT, TERM, RESERVATION OF RIGHTS

1.01. Effective Date. This Agreement shall become effective as of the latest date on the Parties execute this Agreement.

1.02. Lease. Sugar Land hereby leases the Park to the County to establish, provide, maintain, construct, equip and operate park or recreational facilities appropriate for the use and enjoyment of residents of Sugar Land and Fort Bend County and consistent with the covenants contained in the Special Warranty Deed attached as Exhibit A and incorporated herein.

1.03. No Interest in Land. It is expressly understood that aside from the Lease, Sugar Land is not granting the County any franchise, easement, or other interest in the land comprising the Park notwithstanding any contrary inference contained herein or elsewhere.

1.04. Annual Rent Payment. The County will pay Sugar Land \$10 annually for the Lease of the Park.

1.05. Term. The Parties understand and agree that Sugar Land is granting a Lease to the Park for the purposes described in Article II for a period of fifty (50) years commencing on the Effective Date of this Agreement. Subject to approval of Sugar Land's City Council, the County has the option to renew this Agreement for additional renewal terms of twenty-five (25) years by giving Sugar Land written notice of renewal not less than fifteen (15) months before the last day of the initial Term. The initial term and the renewal term(s) are collectively referred to as the "Term".

1.06. Park Name. The County shall not change the name of the Park without the prior written consent of Sugar Land's Director of Parks and Recreation Department ("Parks Director"). Both Sugar Land and the County will be included on any signage and promotions of the Park.

1.07. No impairment of existing lease with MUD 41. Sugar Land has an existing lease with Municipal Utility District 41 for the park property located across Red Gulley from the main Park property. This Agreement is subordinate to the existing lease, and the County agrees not to take any action, authorize any use, construction, or activity on that property that would interfere with or violate the terms of Sugar Land's lease with the Municipal Utility District 41.

1.08. Reservation of Rights. Based upon availability, Sugar Land reserves the right to schedule use of the Park, or a portion thereof, at no cost to Sugar Land, provided that Sugar Land coordinates such activities seven days in advance with the County.

ARTICLE II. RIGHT OF ENTRY AND PERMITTED USES

2.01. Right of Entry. Sugar Land authorizes the County and its authorized contractors to enter the Park to establish, provide, maintain, construct, equip and operate park or recreational facilities appropriate for the use and enjoyment of residents of Sugar Land and Fort Bend County and consistent with the Restricted Covenants.

2.02. Permitted Uses. The Park may be used only as a park and for purposes which are consistent with its enjoyment by the public and the Restricted Covenants and include:

- a. Multipurpose lighted sports fields;
- b. Lighted parking lot;
- c. Picnic areas;
- d. Walking trails;
- e. Dog park section;
- f. Boardwalk;
- g. Pedestrian bridge;
- h. Monument sign;
- i. Restrooms;
- j. Landscape and irrigation;
- k. Detention Pond; and
- l. Grading

2.03. Prohibition of other uses. The County may not use the Park, or a portion thereof, for any purpose other than as set forth in this Agreement.

2.04. Park House. In addition to the Restricted Covenants on the Park, the County is prohibited from demolishing the homestead (“House”). With written permission from the Parks Director, the County may remodel the House for use as a park office, recreation facility, or public meeting space.

ARTICLE III. EXISTING UTILITIES

3.01. Water/Wastewater. Water and wastewater service is provided to the Park by Municipal Utility District 41. Sugar Land will provide notice to Municipal Utility District 41 of this Agreement and cause all billing invoices to be directed to the County. From the Effective date and thereafter until this Agreement is terminated, County will be responsible for payment of water and wastewater services.

3.02. Electrical Utility Service. Electrical utility service is provided to the Park by CenterPoint Energy Sugar Land will provide notice to CenterPoint Energy of this Agreement and cause all billing invoices to be directed to the County. From the Effective date of this Agreement and thereafter until this Agreement is terminated, the County will be responsible for payment of electrical services. In the event that the County desires to switch electrical utility providers, the County will provide Sugar Land with thirty (30) days’ notice.

3.03. Propane. The heater and a number of appliances at the house are powered by propane. The County will be responsible for the cost of propane and refilling the tanks as needed.

ARTICLE IV. OPERATION, CONTROL, AND FUNDING

4.01. Operation and Control of the Park. During the Term of this Agreement, the County will exclusively manage, operate, control and supervise the Park. The County will operate the Park according to the County’s park rules and regulations provided that such rules do not conflict with the Restricted Covenants. Sugar Land reserves the right to inspect the Park upon reasonable notice to verify compliance with this Agreement and the Restricted Covenants.

4.02. Compliance with Regulations. The County will maintain the Park during the Term of this Agreement in a safe condition in compliance with the Restricted Covenants, the Americans with Disabilities Act; the Texas Architectural Barriers Act, Chapter 469 of the TEXAS GOVERNMENT CODE; the Texas Accessibility Standards; and other relevant state and federal statutes and regulations. The County shall not deny any person use of the Park because of race, creed, national origin, religion, color, sex, sexual orientation or gender identity. The County shall provide that Sugar Land residents have the use of all amenities of

the Park on an equal basis with other County residents.

4.03. Funding. During the Term of this Agreement, the County is responsible for and shall pay any and all costs and expenses associated with the maintenance and operation of the Park.

4.04. Tree Preservation. The County must receive written permission from City prior to removing any living tree in the Park over six (6) inches in diameter as measured at breast height (DBH). All trimming of Pecan trees must be performed under the guidance and supervision of a certified arborist.

4.05. Emergency Repairs. The County will take responsible action to promptly repair and mitigate any damage or condition at the Park and provide Sugar Land with written notice of such emergency repair within 3 business days of making the repair. The County will also include emergency repairs in the annual report required by section 4.06.

4.06. Maintenance and Repair Annual Report. The County will provide an annual maintenance report to Sugar Land.

ARTICLE V. MASTERPLAN AND IMPROVEMENTS

5.01. Masterplan. Within one (1) year from the Effective Date of this Agreement, the County will develop and submit a masterplan for the Park to Sugar Land for approval by Sugar Land's city council. Such masterplan will include public input, including input from the City of Sugar Land, and property owners sharing a fenceline with the Park.

5.02. Improvements. The Parks Director will have the right, but not the obligation, to review each construction contract for any renovations or enhancements to existing facilities or for new permanent improvements to the Park prior to execution by the County and the respective contractor and such approval(s) will not be unreasonably withheld or delayed. Pursuant to the terms of this Agreement, the County will bear the full cost of construction, including architectural and engineering fees, and other professional fees, related to permanent improvements to the Park. The County will be solely responsible for providing for the management of each construction contract and the payment to each contractor. Prior to commencement of the construction of permanent improvements to the Park, the County will provide the Parks Director with evidence of the availability of funds for the total construction and construction management costs of the permanent improvements to the Park. The County will verify that Sugar Land is listed as a third-party beneficiary on the construction contracts between the County and contractors working on the permanent improvements to the Park. The Parks Director has the right, but not the obligation, to review all work in progress as well as to inspect the permanent improvements to the Park following completion. In the event that the Parks Director identifies material variations from the approved plans for the permanent improvements, or damages to other portions of the Park, the County agrees to cause the

appropriate contractor or have the County's own personnel and equipment to make any necessary adjustments or repair any such damage or material variation. The County further agrees that it will require each contractor to provide performance and payment bonds for the construction of permanent improvements to the Park. This section 5.02 shall only apply to the construction of permanent improvements to the Park costing in excess of \$500,000.00.

5.03. Permits for Work. The County, its contractors and subcontractors, will be responsible for all permits required for any construction in the Park and all consents required to be obtained from any applicable governmental agency. Sugar Land, as owner of the land comprising the Park, agrees to cooperate fully in the County's applications for such permits and consents.

ARTICLE VI. DEFAULT, TERMINATION, AND IMPROVEMENTS

6.01. Default. If, at any time during the term of this Agreement, the County (i) fails to operate and/or maintain the Park for the purposes stated in this Agreement for a period of ninety (90) continuous days, (ii) fails to maintain the Park to at least a level of maintenance comparable to the level currently maintain by Sugar Land, or (iii) defaults under any other provision of this Agreement, Sugar Land will provide the County written notice of such default, specifying in detail the future of the default. The County will have sixty (60) days after receipt of the written notice to commence cure of the default. In the event the County fails to commence cure of the default within the sixty (60) day period, or to thereafter reasonably prosecute the cure to completion, the sole and exclusive remedy of Sugar Land is to terminate this Agreement. There shall not be an event of default under subsection (i) above during the time of construction of permanent improvements in the Park and to the extent that such construction interferes with the use of part or all of the Park.

6.02. Termination. This Agreement may only be terminated (i) by 365 days prior written notice of termination by the County to Sugar Land, (ii) upon mutual agreement of Sugar Land and the County, or (iii) upon ten (10) days prior written notice by Sugar Land to the County upon an uncured event of default under Section 6.01.

6.03. Ownership of Improvements at Expiration of Term. Upon the expiration of the Term(s) of this Agreement or in the event this Agreement is terminated pursuant to this Article, any and all improvements to the Park by the County will become the property of Sugar Land at no cost or expense to Sugar Land and the management, operation, and control of the Park will become the sole responsibility of Sugar Land.

ARTICLE VII.
FACILITY RENTAL AND REVENUE SHARING

7.01. Facility Rentals. The County will be responsible for rental reservation services for all facilities and improvements at the Park.

7.02. Rental Revenues. All revenues generated from fees, rentals or concessions will be used exclusively for the support, maintenance and improvement of Park facilities.

7.03. Other Revenues. If the County develops or operates a revenue generating function or enters into an agreement with a third-party that develops or operates a revenue generating function at the Park, the County will remit to Sugar Land 5% of the gross rental revenue.

7.04. Existing Rental Agreements. All existing rental agreements for the Park will terminate as of the Effective Date of this Agreement.

ARTICLE VIII.
SECURITY

8.01. Security. Access control, policing and security will be provided by the County utilizing the County's Sheriff's Department or Precinct 3 Constables.

8.02. Notification of Major Incidents. The County will notify Sugar Land within twenty-four (24) hours of a major security event at the Park. Such event shall also be included in the County's annual report to Sugar Land.

8.03. Coordination. The County will coordinate with Sugar Land to develop emergency protocols, regulations for special events, and any incident that might require a joint response.

8.04. Locks and gate codes. The County may change locks to the facilities and gate codes. Within twenty-four (24) hours of such change, the County must provide Sugar Land with a copy of the new lock or gate code.

ARTICLE IX.
RELEASE, INDEMNIFICATION, AND INSURANCE

9.01. Release. To the extent permitted by the constitution and laws of the State of Texas, Sugar Land and the County, their successors and assigns hereby release, relinquish, and discharge each other, their predecessors, successors, assigns, legal representatives, and their former, present, and future agents, employees, and officers from any liability to each other as a result of the joint or concurrent negligence of any Party that results in any injury, including death or damage to persons or property, where such damage is sustained in connection with the Park or rights or duties under this Agreement.

9.02. INDEMNIFICATION. THE COUNTY WILL REQUIRE EACH CONTRACTOR PERFORMING DEMOLITION, CONSTRUCTION, OR MAINTENANCE WORK THAT CONTRACTS DIRECTLY WITH THE COUNTY (COLLECTIVELY, "CONTRACTOR") UTILIZED IN CONNECTION WITH THIS AGREEMENT TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS SUGAR LAND, ITS EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS AND LIABILITY, INCLUDING DEFENSE COSTS RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH CONTRACTOR'S NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF THE CONTRACTOR IN CONNECTION WITH OR DURING THE PERFORMANCE OF ITS DUTIES IN CONNECTION WITH THE PARK. THE COUNTY WILL REQUIRE EACH CONTRACTOR TO MAINTAIN THIS INDEMNITY DURING THE PERFORMANCE OF SUCH CONTRACTOR'S WORK AND UP TO THE DATE OF THE COUNTY'S ACCEPTANCE OF SUCH WORK. THE COUNTY WILL REQUIRE CONTRACTOR TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SUGAR LAND FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS AND DAMAGES RELATING IN ANY WAY TO THE SOLE, JOINT AND/OR CONCURRENT NEGLIGENCE OF SUGAR LAND, AND CONTRACTOR, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

9.03. Insurance. The County will require all third-party contractors, subcontractors, and vendors (collectively, the "Contractor") who perform work or provide services at the Park to maintain such levels of insurance as are customary for the size and kind of work or services to be provided. All insurance policies, except workers compensation, must name Sugar Land

as an additional insured. All such contracts must contain an agreement that the Contractor will notify the County in writing not less than thirty (30) days before any reduction in coverage or cancellation of any policy, which will be forwarded by the County to Sugar Land within five days of receipt.

ARTICLE X. NOTICES

10.01. Each Party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

10.02. Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this Section:

City:	City of Sugar Land Director of Parks and Recreation P.O. Box 110 Sugar Land, Texas 77478-110
With a copy to:	City of Sugar Land City Manager P.O. Box 110 Sugar Land, Texas 77478-110
County:	Fort Bend County Parks and Recreation Attn: Director 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469

10.03. A Notice is effective only if the Party giving or making the Notice has complied with subsections 10.01 and 10.02 and if the addressee has received the Notice. A Notice is deemed received as follows:

10.03.01. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

10.03.02. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION XI. MISCELLANEOUS

11.01. Information Sharing. The County shall promptly provide Sugar Land with a copy of all reports submitted by third-party contractors through the County to the Texas Commission on Environmental Quality ("TCEQ") pertaining to the Park.

11.02. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that neither any provisions contained in this Agreement, nor any acts of the Parties shall be deemed to create any relationship between the Parties other than the contractual relationship established under this Agreement.

11.03. Captions. The captions used here are for convenience only and do not limit or amplify the provisions in this Agreement.

11.04. Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

11.05. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties, and no agreement shall be effective to change, modify, or terminate Agreement, in whole or in part, unless such agreement is in writing and duly signed by the

Parties.

11.06. Venue. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive either Party's sovereign immunity.

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

11.08. Assignment. This Agreement cannot be assigned by either Party.

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last Party hereto.

CITY OF SUGAR LAND, TEXAS

FORT BEND COUNTY, TEXAS

Carol K. McCutcheon, Mayor
ATTEST:

K.P. George, County Judge

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

Meredith Riede, City Attorney

AUDITOR'S CERTIFICATION

I hereby certify that fund are available in the amount of \$_____ to pay the obligation of Fort Bend County under and within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor
EXHIBIT A: Special Warranty Deed, file FBC 2001035179

EXHIBIT A
Special Warranty Deed

FBC 2001035179 5 PGS

013811.0

SPECIAL WARRANTY DEED

SCANNED

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Grantor: Virginia W. Duhacsek, Individually and as Trustee of the Walter W. and Virginia W. Duhacsek Charitable Remainder Unitrust

Grantor's Mailing Address (including county):

16900 Lexington Blvd., #1133
Sugar Land, TX 77479
Fort Bend County, Texas

Grantee: City of Sugar Land

Grantee's Mailing Address (including county):

11405 Corporate Drive
P. O. Box 110
Sugar Land, TX 77487-0110
Fort Bend County, Texas

Consideration:

The sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed.

Property (including any improvements):

That one certain 49.9595 acres in the M. M. Battle League, Abstract 9, Fort Bend County, Texas, being described in the following documents:

- (a) 42.9 acres of land in Deed from Clifton C. Mills, et ux, to Walter W. Duhacsek, et ux, recorded May 10, 1951, in Volume 279, Page 481, Deed Records of Fort Bend County, Texas.
- (b) 1.126 acres of land in Deed from R. J. Voss, et ux, to Walter W. Duhacsek, et ux, recorded May 28, 1958, in Volume 378, Page 274, Deed Records of Fort Bend County, Texas.

Pr.
Cinderis

DUHACSEK PARK PLANNING CONTACTS

BOY SCOUTS - TOMAHAWK DISTRICT - SUGAR LAND
TERRY TAYLOR - 713 - 756-3360
ROBERT BLACK, DIST. DIRECTOR - 713 - 756-3345
MAIN OFFICE - 713 - 659-8111

RESTROOMS
OPEN PAVILIONS
AIR CONDITIONED BLDG.
STORAGE FACILITY
GROUP SIZES - SINGLE TROOP TO 750

FT. BEND I.S.D. - Pull CHRIS INTO THIS
MR. LAMAR COLEMAN - 281 - 634-1262
DIRECTOR OF AG. SCIENCES

LANDSCAPE DESIGN & CONST.
FFA
FLORAL DESIGN
ETC.

REFORESTATION
PROJECT

YMCA - CHARLIE MEYER - FT. BEND YMCA - 281 - 499-9622

RESTROOMS
SHADE3 STRUCTURES
A/C BLDG.
ROPE COURSE
CLIMBING WALLS
POND
POOL
GROUP SIZE - 150 TO 350

MUD ?

- (c) 12.002 acres of land in Deed from Annic Knowles Wallas, et vir, and Oscar Knowles, et ux, to Walter W. Duhacsek, recorded September 7, 1961, in Volume 418, Page 243, Deed Records of Fort Bend County, Texas,

being 56.0280 acres of land, SAVE AND EXCEPT the following tracts or parcels of land:

- (a) 2.548 acres of land in Deed from Walter W. Duhacsek, et ux, to R. J. Voss, recorded May 26, 1958, in Volume 378, Page 276, Deed Records of Fort Bend County, Texas.
- (b) 1.4584 acres of land in Deed from Walter W. Duhacsek, et ux, to Fort Bend County Drainage District, recorded November 7, 1956, in Volume 356, Page 456, Deed Records of Fort Bend County, Texas.
- (c) 2.0621 acres of land from Walter W. Duhacsek, et ux, to Fort Bend County Municipal Utility District No. 41, per condemnation proceedings dated February 5, 1985, pursuant to Final Judgment dated November 16, 1988, and Writ of Possession dated February 18, 1985, filed of record under File No. 6826 of the Real Property Records of Fort Bend County, Texas.

The net exceptions from the Deed total 6.0685 acres, leaving 49.9595 acres of land, more or less.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is subject to all covenants, conditions, restrictions, reservations and encumbrances and all other matters of record in the herein referenced county, to the extent they are currently in force and effect and currently affect the herein described Property and to all charges, obligations and continuing liens securing the payment of any property assessment of record in the herein referenced county, to the extent the same are applicable to and enforceable against the Property, and further subject to all laws, rules and regulations of any governmental authority insofar as the same are valid as to and affect the Property.

Conveyance of this Property is subject to the following covenants, which shall be deemed covenants running with the Property:

(a) The Property shall be held by Grantee and operated as a public park. The park may be operated as an "active park" including the installation of streets, lights, athletic fields, picnic facilities, concession stands, buildings and other improvements to the park land.

(b) Grantee may construct such improvements as it shall deem reasonably necessary for purposes of its operation of the Property as a public park; provided, Grantee shall make every effort to leave intact all healthy pecan trees located on the Property. No pecan tree measuring less than twelve inches (12") in diameter from a point six feet (6') above the ground shall be removed, unless

it is deemed by a tree expert to be diseased or hazardous to the safety of park occupants. Grantee may remove or replant any other tree on the Property, at Grantee's discretion.

(c) If at any time Grantee should cease to use the Property for the purposes herein defined, any relative of Grantor may direct that the Property be conveyed to some other organization which qualifies as a charity in accordance with the provisions of Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as amended, from time to time, or any successor legislation thereto. Any Grantee of the Property shall continue to use the Property as a park (including, where applicable, as an "active park" as herein defined).

(d) Notwithstanding any other provision hereof to the contrary, Grantee may hold the Property in an "inactive position," prohibiting access thereto by members of the public, until Grantee is in a position to develop the park for public use; if the Property is held in an inactive position for more than three (3) years from date of execution of this Deed, it will be presumed that Grantee does not intend to use the Property for the charitable purpose herein defined, authorizing any relative of Grantor to direct that the Property be conveyed to some other organization which qualifies as a charity, as herein defined.

(e) Grantee has agreed that it will not destroy the residence previously occupied by Grantor and located on the Property, but such residence may be altered or remodeled for some use such as utilization as a park office, a recreational facility or a meeting room for members of the public, or public organizations. Notwithstanding this provision, however, should, at any time in the future, the residence be deemed to be unsafe for occupancy or constitute a safety or health hazard, the residence may be demolished or removed from the Property.

(f) Grantee acknowledges that Grantor has claimed an agricultural exemption for state property tax purposes. Grantee will use Grantee's best efforts to insure that there will be no assessment of additional tax under the provisions of Section 23.46 of the Texas Tax Code (the so-called "Rollback Tax Provision"). To the extent any tax authority having jurisdiction over the Property attempts to assess a rollback tax, Grantee will indemnify Grantor from any such additional rollback tax.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular, the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, legal representatives, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, legal representatives and successors to WARRANT AND FOREVER DEFEND, all and singular, the property to Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

The reservations from and exceptions to conveyance and warranty of this Deed shall be covenants running with the Property and shall be binding on Grantee and Grantee's heirs, legal representatives, successors and assigns.

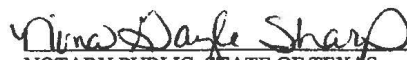
When the context requires, singular nouns and pronouns include the plural.

Ad valorem taxes for calendar year 2001 and all subsequent years are assumed by Grantee.
EXECUTED this 23rd day of April, 2001.


VIRGINIA W. DUHACSEK, Individually and as
Trustee of the Walter W. and Virginia W. Duhacsek
Charitable Remainder Unitrust

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this the 23rd day of April, 2001, by VIRGINIA DUHACSEK, Individually and as Trustee of the Walter W. and Virginia W. Duhacsek Charitable Remainder Unitrust, in the capacity therein stated.


NOTARY PUBLIC, STATE OF TEXAS





City Council Agenda Request

December 2, 2025

Agenda Request No: VIII.B.

Agenda of: City Council Meeting

Initiated by: Robert Wilson, Assistant City Engineer

Presented by: Robert Wilson, Assistant City Engineer

Responsible Department: Engineering

Agenda Caption:

CONTRACT ASSIGNMENT FROM MUD NO. 269

Consideration of and action on acceptance of the assignment of three (3) construction contracts from MUD 269 for the Ryehill Water Plant (\$12,813,148.00), South of the Brazos Wastewater Treatment Plant (\$52,198,815.00), and Mass Grading and Detention Pond (\$1,705,322.00), in the total amount of \$66,717,285.00; and authorization of budget amendments to reallocate funding among CIP projects CWA2506, CSW2501, CWW2503, and CWWCONT.

Recommended Action:

Accept the assignment of three (3) construction contracts from MUD 269 for the construction of the Ryehill Water Plant (\$12,813,148.00), South of the Brazos Wastewater Treatment Plant (\$52,198,815.00) and the Mass Grading and Detention Pond (\$1,705,322.00), in the total amount of \$66,717,285.00 and authorize budget amendments to transfer \$1,048,342 from CIP CWA2506 Water South of the Brazos - Phase 1 to CWW2503 South of the Brazos Wastewater Treatment Plant, to transfer \$2,783,000 from CIP CSW2501 Reclaimed Water - South of the Brazos Phase 1 to CWW2503 South of the Brazos Wastewater Treatment Plant and to transfer \$575,000 from CWWCONT Wastewater Project Contingency to CWW2503 South of the Brazos Wastewater Treatment Plant.

Executive Summary:

The City entered into a Development Agreement (DA) and Utilities Service Agreement (USA) with MUD 269 in 2023 to provide utility service to South of the Brazos. The DA authorizes the City to be the retail provider of water and wastewater services to the new Ryehill Development area, served by MUD 269. The DA provided the City with the ability to offset the long term cost of regional facilities and accelerate the availability of additional utility capacity South of the Brazos. It also allows the City to mitigate aging wastewater facilities that were inherited from the Greatwood MUD annexation which need significant investment to continue operations, and allow the City to extend and build on the Sugar Land brand and service reputation South of the Brazos.

The DA and USA include provisions for the MUD to bid for the water and wastewater plant facilities, award the contracts, and assign the contracts to the City. MUD 269 bid the Wastewater Treatment Plant and Mass Grading and Detention Pond projects in July 2025, and the Ryehill Water Plant Phase 1A project in September 2025. Per the DA, the MUD must assign the contracts to the City for administration within 30 days of entering the contract.

The MUD 269 Board has approved the award of the contracts to the low bidder for each of the three (3) contracts as follows on November 10, 2025:

Project Bidder Contract Amount

Mass Grading and Detention DC Contracting Services \$1,705,322.00

Ryehill Water Plant Phase 1A R & B Group \$12,813,148.00

South of the Brazos Wastewater Treatment Plant Reytec \$52,198,815.00

Total

\$66,717,285.00

The available funding for the acceptance of the contracts is as follows:

Capital Improvement Plan (CIP) Project Number	Project Name	Available Funding	Required Funding
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CWA2506	Water South of the Brazos	\$13,945,800.00	\$12,813,148.00
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CWW2503	South of the Brazos Wastewater Treatment Plant	\$49,740,000.00	\$52,198,815.00
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CSW2501	Reclaimed Water - South of the Brazos	\$2,783,000.00	\$0*
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CWWCONT	Wastewater Project Contingency	\$1,265,000.00	\$575,000.00
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Total		\$67,733,800.00	\$66,717,285.00
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*The reclaimed water plant facilities were combined with the Wastewater Treatment Plant Facility to save costs and were bid as part of the plant package.

In order to track the project costs with the available project funding, a budget amendment is proposed to align costs with the projects, reallocating \$1,048,342 from CIP CWA2506 Water South of the Brazos - Phase 1 to CWW2503 South of the Brazos Wastewater Treatment Plant, \$2,783,000 from CIP CSW2501 Reclaimed Water - South of the Brazos Phase 1 to CWW2503 South of the Brazos Wastewater Treatment Plant and \$575,000 from CWWCONT Wastewater Project Contingency to CWW2503 South of the Brazos Wastewater Treatment Plant.

In accordance with Policy CO-110, Notification of Construction Impacts and Service Interruptions, this is classified as a Neighborhood project. Staff will coordinate with impacted residents, businesses and homeowner's associations on an as-needed basis through door hangers and one-on-one communication. A project website has been created and will be kept up to date throughout the project, and communication throughout the project will be provided to the adjacent homeowner's associations and adjacent residents through City media platforms. Staff anticipates the notice to proceed to be issued in November 2025 by MUD 269, with a contract length of 14 months for substantial completion for the water plant and 24 months for the wastewater plant.

The Utilities Department and Engineering Department recommend City Council accept the assignment of three (3) construction contracts from MUD 269 for the construction of the Ryehill Water Plant Phase 1A (\$12,813,148.00), South of the Brazos Wastewater Treatment Plant (\$52,198,815.00) and the Mass Grading and Detention Pond (\$1,705,322.00), in the total amount of \$66,717,285.00 in accordance with the Development Agreement and authorize budget amendments to transfer \$1,048,342 from CIP CWA2506 Water South of the Brazos - Phase 1 to CWW2503 South of the Brazos Wastewater Treatment Plant, to transfer \$2,783,000 from CIP CSW2501 Reclaimed Water - South of the Brazos Phase 1 to CWW2503 South of the Brazos Wastewater Treatment Plant and to transfer \$575,000 from CWWCONT Wastewater Project Contingency to CWW2503 South of the Brazos Wastewater Treatment Plant.

Budget

Expenditure Required: \$66,717,285.00

Current Budget: \$66,468,800.00

Additional Funding: Transfer \$1,048,342 from CIP CWA2506 Water South of the Brazos - Phase 1 to CWW2503 South of the Brazos Wastewater Treatment Plant, to transfer \$2,783,000 from CIP CSW2501 Reclaimed Water - South of the Brazos Phase 1 to CWW2503 South of the Brazos Wastewater Treatment Plant and to transfer \$575,000 from CWWCONT Wastewater Project Contingency to CWW2503 South of the Brazos Wastewater Treatment Plant.

Funding Source: Utility Revenues, Connection Fees

Account Number (ORG-OBJ-Project): TBD

Attachments

None



City Council Agenda Request December 2, 2025

Agenda Request No: VIII.C.

Agenda of: City Council Meeting

Initiated by: Idahosa Igbinoba, Senior Project Manager

Presented by: Jonathan Braun, Assistant City Engineer

Responsible Department: Engineering

Agenda Caption:

CONTRACT WITH R & B GROUP INCORPORATED

Consideration of and action on a construction contract with R & B Group Incorporated for the rehabilitation of Lift Station 48 and installation of a 16-inch force main, as part of CIP CWW2301, in the amount of \$6,004,810.95.

Recommended Action:

Authorize the execution of a construction phase contract with R & B Group, Incorporated for the CIP CWW2301, rehabilitation of Lift Station 48 and for a 16-inch force main, in the amount of \$6,004,810.95.

Executive Summary:

The City of Sugar Land (City) owns and operates 134 wastewater lift stations throughout the City. These lift stations collect wastewater from our commercial areas and residents' homes to one of the City's four wastewater treatment plants.

In FY21, CIP CWW2101, Lift Station 60, 52, and 48 Capacity Analysis Project, was created to complete a Preliminary Engineering Report (PER). The 2021 PER analyzed wastewater effluent flows from Telfair Development, Imperial Redevelopment and other developments. In addition, the 2020 Wastewater Master Plan recommended that the flow from Lift Station 60 be managed to avoid impacts on the Lift Station 48 wastewater collection system area.

The 2021 PER recommended improvements for Lift Station 48, which will enable the lift station to accommodate the ultimate build-out for the Telfair Development and additional wastewater effluent flow from Lift Station 60 (Imperial). The recommended improvements to Lift Station 48 also trigger the need for an additional 16" force main from Lift Station 48 to the Sugar Land Wastewater Treatment Plant to accommodate required pump head losses.

The design contract for this project was approved by City Council on March 07, 2023. Due to the need to acquire a permit from the Texas Commission on Environmental Quality (TCEQ) and obtain a grant-to-order easement for the proposed 16-inch force main, the design was completed in June 2025.

The project scope of work includes the following tasks:

- Lift Station No. 48:
- Modify/enlarge existing upstream manhole (Equalization structure to balance flow between wet wells).
- Demolition of existing mechanical equipment.
- Replace pumps, rails, and riser piping.
- New (additional) wet well structure.
- Hatches with safety grates in new wet well.
- Modifications to discharge piping.
- Equalization line between the wet wells.
- Modify electrical and instrumentation.
- Site paving.
- Install new wet well wizard for odor control.
- Install generator backup.
- 16-inch Force Main

The original Invitation to Bid was advertised on June 11 and June 18, 2025. Nine (9) bids were received and opened. The City Council approved a construction contract with Branch Construction Group on August 19, 2025. However, Branch Construction Group failed to provide the City on September 04, 2025, that they were unable to obtain a performance bond as required by Government Code 91.401. The contract was never executed and the original Invitation to Bid has expired.

BCG provided the City with the required bid bond during the bidding process. Per the bid documents, this failure to provide the required security (bid bond) to the City as liquidated damages. The City Attorney's Office is finalizing the administrative process.

A second Invitation to Bid was advertised on September 17 and 24, 2025. Eight (8) bids were received and opened. During the bid review, minor mathematical and formatting errors were found. The lowest bidder provided a letter explaining the errors. The formatting errors did not impact the bid's hierarchy.

A bid summary of the responsive bids is shown below:

Bidding agency	Total base bid items	add-alternate
R & B Group Inc	\$5,884,810.95	\$120,000.00
MC2 Civil LLC	\$6,481,355.00	\$128,800.00
B-5 Construction Co	\$6,637,590.00	\$112,012.00
PMG Project Management Group	\$6,700,249.00	\$106,048.00
ISJ Underground Utilities	\$6,719,512.20	\$124,000.00
Texas Dewatering	\$6,752,192.00	\$113,000.00
Reddico Construction Co.	\$7,212,506.66	\$129,369.34
Persons Services Corp	\$8,672,246.76	\$127,000.00
Engineer Cost Estimate	\$5,840,102.00	\$132,020.00

The available budget for construction, contingency, material testing and construction administration in CIP CWV is \$10,000,000. The City Council recommends awarding the total base bid items, plus add-alternate bid.

The lowest responsible bidder for the total base bid items, plus add-alternate bid item, is R & B Group Incorporated.

It should be noted that the total base bid items, plus add-alternate bid item amount of \$6,004,810.95 for the re-bid amount of \$6,415,160.00, saving the City about \$410,349.05.

With the total base bid items, plus add-alternate of \$6,004,810.95, a 5% contingency, material testing cost of about \$10,000.00, construction phase administration cost of \$49,900.00, the total project cost will be approximately \$6,369,951.50.

The design engineer completed a review and evaluation and provided a letter of recommendation indicating R & B Group Incorporated is qualified to complete a project of this nature. The Notice to Proceed will be issued in January 2026 with a contract time of 12 months.

In accordance with Policy CO-0110, Notification of Construction Impacts and Service Interruptions, the Lift Station 48 is being constructed as a Neighborhood Project located on City property and inside fences. Also, the proposed 16-inch force mains will be installed within the CenterPoint Energy right-of-way. No service interruptions are anticipated. Staff will provide notification via door-to-door communications as needed.

The Engineering and Utilities Departments recommend that the City Council authorize the execution of a construction project for CIP CWW2301, rehabilitation of Lift Station 48 and for a 16-inch force main, in the amount of \$6,004,810.95.

Budget

Expenditure Required: \$6,004,810.95

Current Budget: \$6,631,374.51

Additional Funding: N/A

Funding Source: Revenue sources

Account Number (ORG-OBJ-Project): Org.: 6049210, Object: 621020 and Org.: 6029210, Object: 621020

Attachments

1. Signed contract - CWW2301 Lift Station 48
2. Recommendation Letter
3. Location Map

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

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

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

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

CITY OF SUGAR LAND

By:

Name:

Title:

Date:

CONTRACTOR:


By: R & B Group, Inc.

Name: Brian David Morrison

Title: President

Date: 10-23-2025

II. Summary of Contract Terms.

Project: CWW2301 Lift Station 48 (MUD 136 Reg. LS#1)

Contractor: R & B Group, Inc

Name of Engineering Firm, if any: Sander Engineering Corporation

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

Base Bid: \$5,884,810.95

Alternate Bid Item Nos.: 1

Total Alternate Bid Items Amount: \$120,000.00

Contract Price (Base Bid + Alternates): \$6,004,810.95 as may be adjusted by Change Orders

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

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 395 Calendar Days

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

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

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$1000 per Calendar Day

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



DENNIS W. SANDER, P.E.
President

ERIK D. MILLER, P.E.
Vice President

WILLIAM T. MANNING, JR., P.E.
Vice President

CONSULTING ENGINEERS - SURVEYORS
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM NO. F-517
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM NO. 10030300

2901 WILCREST, SUITE 550
HOUSTON, TEXAS 77042

713-784-4830
FAX 713-784-4052

October 22, 2025

Mr. Idahosa Igbino, RS, PMP, CFM
Senior Project Manager
Engineering Department
City of Sugar Land
2700 Town Center Blvd. N.
Sugar Land, TX 77479

Re: Engineer's Recommendation of Award and Bid Tab
Lift station 48 & Force Main (CWW2301) Re-Bid
City of Sugar Land

SEC PN: 23-050

Dear Mr. Igbino,

Sander Engineering Corporation (SEC) has evaluated the eight (8) bids received on October 16, 2025, for the above referenced project. The name of the Bidders and the amounts received are:

	Base Bid + Extra Unit + Allowance	<u>Alternate</u>
1. R&B Group, Inc.	\$5,884,810.95	\$120,000.00
2. MC ² Civil, LLC	\$6,481,335.00	\$128,800.00
3. B-5 Construction	\$6,637,406.00	\$112,010.00
4. PMG Project Management Group	\$6,671,707.90	\$100,000.00
5. ISJ Underground Utilities	\$6,719,512.50	\$124,000.00
6. Texas Dewatering	\$6,752,192.00	\$113,000.00
7. Reddico Construction Co.	\$7,212,506.66	\$129,370.00
8. Persons Services Corp.	\$8,672,246.76	\$124,370.00

SEC has reviewed the bids and found that R&B Group wrote in the total bid amount instead of the unit price amount for bid items that were not lump sum. These have been highlighted on the attached bid tab. This is a common error. SEC contacted R&B Construction Group about this error, and they offered the attached letter of clarification and correction.

SEC has worked with R&B Construction Group in the past and found their quality of work, project management, and the finished product to be very good. SEC recommends that the contract for Lift Station No. 48 and Force Main (CWW2301) be awarded to R&B Construction Group in the amount of \$6,004,810.95 (\$5,884,810.95 + \$120,000.00).

Please call or email if you have any additional questions.

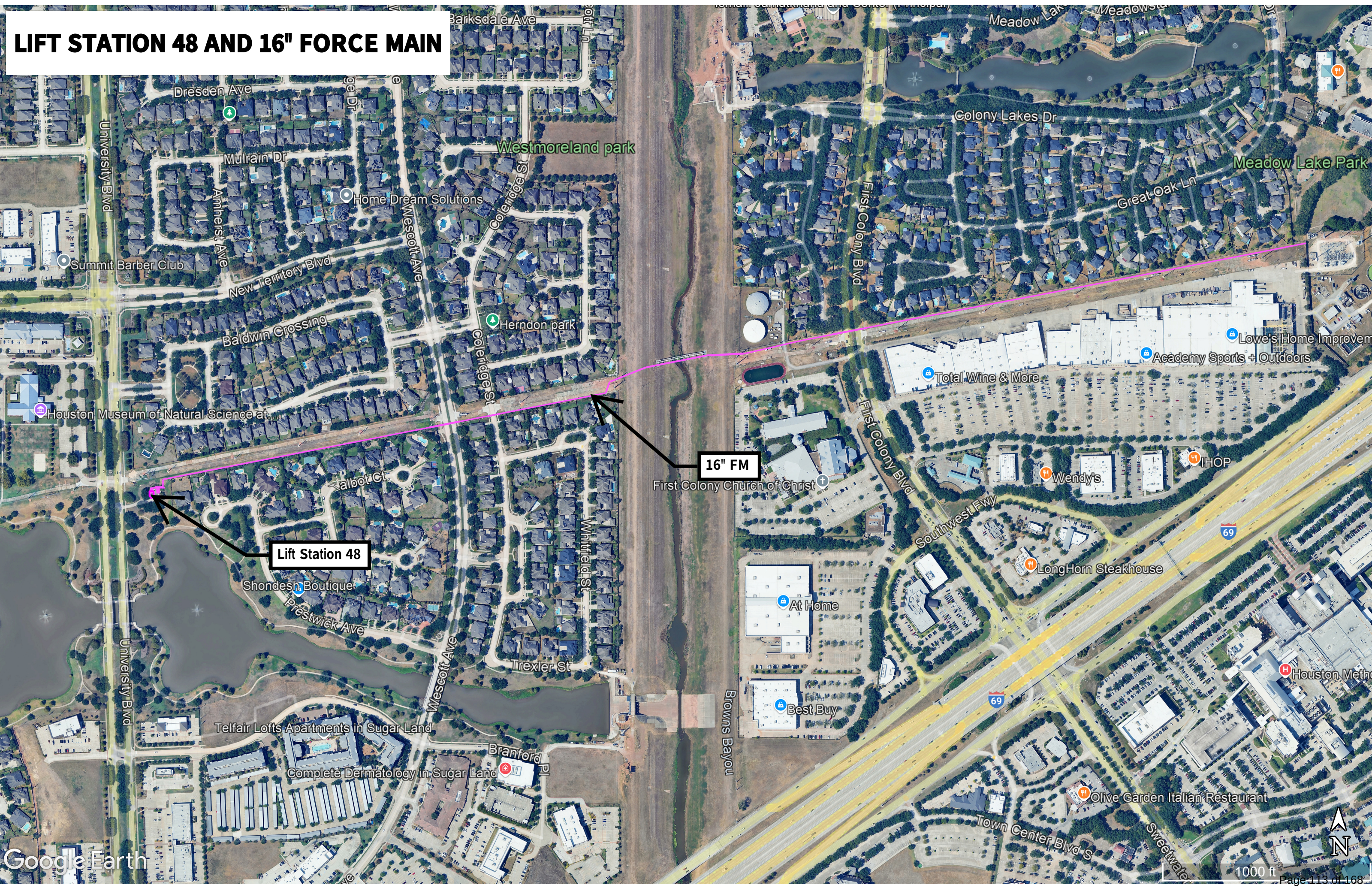
Thank you

A handwritten signature in blue ink, appearing to read "Erik D. Miller".

Erik D. Miller, P.E.
Project Manager

Attachment: Bid Tab

LIFT STATION 48 AND 16" FORCE MAIN





City Council Agenda Request December 2, 2025

Agenda Request No: IX.A.

Agenda of: City Council Meeting

Initiated by: Ana Rodriguez, Community Development Coordinator

Presented by: Ana Rodriguez, Community Development Coordinator

Responsible Department: Redevelopment

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-38:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING A CITY COUNCIL POLICY FOR A GREAT HOMES UPDATE ECONOMIC DEVELOPMENT PROGRAM; AND REPEALING RESOLUTION NO. 24-44.

Recommended Action:

The Department of Redevelopment recommends that the City Council approve Resolution No. 25-38 to adopt the Great Homes Update Economic Development Program; and repeal Resolution No. 24-44.

Executive Summary:

Great Homes Recap

The City's Strategic Action Plan outlines All-In Initiatives, which are identified as the top and most important priorities for the community. One of the All-In Initiatives is Fostering Sensitive Redevelopment, which includes residential reinvestment. On July 23, 2024, City Council approved Resolution 24-44 which adopted the latest policy for a Great Homes Update economic development program. Year 3 of implementation of the Great Homes programs has been completed and program metrics follow.

Year 3 applications for the Great Homes Update Program opened to Sugar Land residents on January 1, 2025.

- 62 home improvement projects have been approved, encompassing approximately \$1.65M in total project costs.

Since the program began in Fiscal Year 2023, the following has been accomplished:

- 302 home improvement projects have been approved, encompassing approximately \$5.3M in total project costs; and
- There has been a total reimbursement of approximately \$813K.

Proposed Policy Amendment - Great Homes Update Program

Staff is proposing policy amendments to Resolution 25-38 for the Great Homes Update Program to encourage greater participation among owners of the City's lower-value and aging housing stock. Specifically, staff recommends revising eligibility requirements and introducing a new reimbursement tier to broaden program accessibility.

The updated program policy establishes a fifty percent (50%) reimbursement incentive, not to exceed \$10,000.00, for Qualifying Projects that meet all existing program requirements and the following additional criteria:

- The Fort Bend Central Appraisal District (FBCAD) appraised market value of the property is within the bottom three percent (3%) of single-family home values in Sugar Land at the beginning of the City's fiscal year, based on the latest certified values.
- The total project cost must be at least Five Hundred and No/100 Dollars (\$500.00).

This amendment will benefit approximately 1,050 homes, many of which are located in Mayfield Park, The Hill, Barrington Place, Chimneystone, Brookside Belknap, Covington West, Covington Woods, Greenbriar, Ragus Lakes, and surrounding neighborhoods. With an average build year of 1974, these homes are roughly 20 years older than the City's overall single-family housing stock. Since the launch of the Great Homes Program, approximately 10 homes in the bottom 3% have participated. Feedback received has emphasized the barriers and needs of the community, which has been supported by the data collected from Neighborhood Services.

In addition, the following policy improvements have been made to increase accessibility of the program:

- Eases eligibility requirements in cases where the property owner is deceased.
- Allows the City to waive the requirement for homeowner's insurance.

In summary, the policy updates are intended to reduce barriers for applicants, expand access to reinvestment incentives to homeowners with lower-valued homes, and spur reinvestment in the City's lowest housing market segment.

Staff recommends approving Resolution No. 25-38: A Resolution of the City Council of the City of Sugar Land, Texas, Adopting a City Council Policy for a Great Homes Update Economic Development Program; and Repealing Resolution No. 24-44.

Budget

Expenditure Required: \$0

Current Budget: \$200,000

Additional Funding: \$0

Funding Source: General Fund

Account Number (ORG-OBJ-Project): 1011168-561001

Attachments

1. Resolution No. 25-38

RESOLUTION NO. 25-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING A CITY COUNCIL POLICY FOR A GREAT HOMES UPDATE ECONOMIC DEVELOPMENT PROGRAM; AND REPEALING RESOLUTION NO. 24-44.

WHEREAS, the City of Sugar Land's ("City") Strategic Action Plan ("Plan") outlines the strategic direction of the City for the next three years; and

WHEREAS, the Plan, which is adopted annually by the City Council, outlines key objectives and strategies for the future of the City; and

WHEREAS, in addition to focus area objectives and guiding statements, the Plan outlines all-in initiatives which are the top and most important priorities for the City and the future of the community; and

WHEREAS, fostering a residential redevelopment environment has been identified as a key priority that will help promote economic development in the City and achieve the purposes stated in the Plan; and

WHEREAS, the City would like to incentivize residential homeowners in the City to engage in home improvement projects that rehabilitate, enhance, or refurbish the exterior of residential property, by providing some reimbursement for such projects; and

WHEREAS, in furtherance of these goals the City Council initially passed Resolution No. 23-29, adopting a policy establishing an economic development program to promote local economic development by reimbursing homeowners for projects that rehabilitate, enhance, or refurbish the exterior of residential property (the "Program"); and

WHEREAS, after Hurricane Beryl the City Council passed Resolution No. 24-44, amending the Program to

account for home improvement projects that are needed as a result of natural disasters, such as hurricanes; and

WHEREAS, the City now desires to amend the Program again to add a reimbursement bracket and provide lower-value homes a greater opportunity to participate in the Program; and

NOW THEREFORE, the City Council wishes to adopt a policy establishing an economic development program to promote local economic development by reimbursing homeowners for projects that rehabilitate, enhance, or refurbish the exterior of residential property, including the discretion to make exceptions in the event of a declared disaster; NOW, THEREFORE,

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

Section 1. That Resolution No. 24-44 is hereby repealed.

Section 2. That the City Council adopts the following policy:

**CITY COUNCIL POLICY
FOR A GREAT HOMES UPDATE
ECONOMIC DEVELOPMENT PROGRAM**

A. Purpose.

The purpose of this Policy is to:

1. Establish an economic development program as authorized by Section 380.001 of the Texas Local Government Code; and
2. Provide for the City's reimbursement of funds to qualifying projects to promote local economic development.

B. Policy.

The City may enter into agreements with Applicants for Reimbursement Incentive payments for Qualifying Projects.

C. Definitions.

Applicant means a person who submits an Application to the City.

Application means the form developed by the City and submitted by an Applicant, whereby the Applicant is seeking reimbursement for a Qualifying Project under this Policy.

City means the City of Sugar Land, Texas.

Policy means this City Council Policy for a Great Homes Update Economic Development Program.

Program means the Great Homes Update Economic Development Program created by this Policy.

Program Administrator means the person designated as such by the Director of Redevelopment, who is charged with overseeing the Program and Program Staff.

Program Staff means those City employees and contracted consultants charged with implementing and administering the Program.

Property means an individual parcel of land, with a unique identifying address, owned by an Applicant and located within City limits.

Qualifying Project means a project that meets the requirements of this Policy and is found to be eligible for a Reimbursement Incentive and that promotes local economic development through projects that rehabilitate, enhance, or refurbish the exterior of residential property.

Reimbursement Incentive means the funds the City pays to an Applicant under this Policy for a Qualifying Project, excluding permitting fees and sales tax.

D. Reimbursement Incentive Overview.

1. The maximum Reimbursement Incentive that an Applicant is eligible to receive is Ten Thousand and No/100 Dollars (\$10,000.00) per Property.
2. Subject to the \$10,000 maximum above, the Reimbursement Incentive is limited to: (1) ten percent (10%); (2) twenty-five percent (25%); or (3) fifty percent (50%) of the total cost to an Applicant for the Qualifying Project, depending on which eligibility criteria is met, excluding permitting fees and sales tax.
3. An Applicant may obtain quotes and take steps to require any and all of the information required for an Application in Section I below. However, in order to be eligible for a Reimbursement Incentive, no actual work may have been started.
4. Applicants will be required to enter into an agreement with the City that outlines the terms for receiving a Reimbursement Incentive. Additionally:
 - a. Work on a Qualifying Project cannot start until *after* the agreement is signed. If any part of the work on the proposed project has begun prior to the agreement being signed the project will be wholly disqualified;
 - b. Projects started prior to the agreement being signed will not be reimbursed; and
 - c. If the Applicant is not the sole owner of the Property, any and all other owners will be required to also sign the agreement.
 - d. In the event of a deceased property owner where title has not yet transferred to another owner, the executor of the estate and/or owner's heirs may be eligible to apply if they provide a copy of the property owner's death certificate, the will (if one), letters testamentary (as to the executor, if one), and any other documentation requested by the City to determine the Applicant's legal ownership interest in the property.
5. No Reimbursement Incentives will be given for partially completed projects. All improvements must be fully completed.

E. Property Requirements.

1. All single-family residences located within the City are eligible for participation in the Program. Townhomes, multi-family buildings, and condominiums are not eligible under this Policy.
2. Any occupancy and ownership qualify (i.e. the Property may be owner-occupied, tenant-occupied, or vacant).
3. Property taxes must be current.
4. The Property must be covered by a valid and current homeowner's insurance policy. Exceptions may be granted to projects who qualify for the 50% reimbursement bracket

F. Reimbursement Incentive Amounts.

1. Qualifying Projects for single-family residences located within the City that meet the project eligibility requirements in Section G below are eligible to receive a Reimbursement Incentive of up to ten percent (10%), but not to exceed \$10,000.00.
2. Qualifying Projects that both meet the eligibility requirements in Section G below and meet the following additional criteria are eligible to receive a Reimbursement Incentive of up to twenty-five percent (25%), but not to exceed \$10,000.00:
 - a. The Fort Bend County Appraisal District ("FBCAD") appraised market value of the Property must be less than the median single-family home market value in Sugar Land at the beginning of the City's fiscal year based on the latest certified appraised values; and
 - b. The Property must have been constructed on or before the median year that single-family homes were built in Sugar Land at the beginning of the City's fiscal year based on the latest certified appraised values.
3. Qualifying Projects that both meet the eligibility requirements in Section G below and meet the following additional criteria are eligible to receive a Reimbursement Incentive of up to fifty percent (50%), but not to exceed \$10,000.00:
 - a. The FBCAD appraised market value of the Property must be in the bottom 3% of single-family home market value in Sugar Land at the beginning of the City's fiscal year based on the latest certified appraised values.
4. Qualifying Projects that meet the following requirements may be eligible for an additional Reimbursement Incentive of up to two percent (2%):
 - a. The Applicant has obtained an exterior home design through the City's Great Homes Design Program (the "Update Design") and includes it as part of the Application;

- b. The Applicant describes the scope of work for the project in the Application and states how the project will achieve the Update Design; and
- c. The Applicant demonstrates substantial completion of at least one aspect of the Update Design, excluding landscaping. Examples of substantial completion include: (1) painting a home to match the colorway of a home design; (2) adding or modifying architectural features to match a reimagined home design, and (3) implementing improvements that match those found in a home design, such as windows, garage doors, or lighting features.

This additional 2% Reimbursement Incentive is subject to the discretion of the City Council in any given year for the Program.

This additional incentive is available “as supplies last” during each year of the Program that this additional incentive is authorized by City Council. “As supplies last” means as home design vouchers remain available through the City’s Great Homes Design Program.

G. Project Eligibility.

In order to qualify for a Reimbursement Incentive under this Policy, projects submitted by Applicants must meet the following criteria:

- 1. The project must be for exterior improvements, subject to certain ineligible improvements which are stated in Section H below.
- 2. The minimum total project cost must be the following, excluding sales tax and permitting fees:
 - a. Projects eligible for up to a fifty percent (50%) reimbursement must have a minimum total project cost of at least Five Hundred and No/100 Dollars (\$500.00);
 - b. Projects eligible for up to a twenty-five percent (25%) reimbursement must have a minimum total project cost of at least Four Thousand and No/100 Dollars (\$4,000.00); and
 - c. Projects eligible for up to a ten percent (10%) reimbursement must have a minimum total project cost of at least Eight Thousand and No/100 Dollars (\$8,000.00).
- 3. Various types of exterior projects may be combined to meet the minimum total project cost amount. For example, a project could include the addition of new exterior siding, trim, windows, and painting.
- 4. Projects eligible for a Reimbursement Incentive include, but are not necessarily limited to:
 - a. Exterior painting;

- b. Addition of new exterior siding, soffit, or trim;
- c. Replacement of gutters. Provide, however, gutter projects must be accompanied by a qualifying exterior siding, exterior painting project, and/ or roof project.
- d. Replacement of exterior siding;
- e. Window replacement. Provided, however, only fifty-percent (50%) of the total window replacement cost may be counted towards the total reimbursable project cost. As an example, a window replacement project with a total replacement cost of Twenty Thousand and No/100 Dollars (\$20,000.00) will only count for Ten Thousand and No/100 Dollars (\$10,000.00) towards the total reimbursable project cost. If the project is eligible for a 25% Reimbursement Incentive then the Applicant would receive up to \$2,500.00 for that project (\$10,000.00 x 25%);
- f. Garage door replacement;
- g. Front door replacement;
- h. Replacement or expansion of driveway and/or front path;
- i. Fence replacement;
- j. Addition, expansion, or replacement of front porch/patio;
- k. Installation of exterior accent lighting features; and
- l. Landscaping projects such as tree planting and/or the replacement/addition of turf, shrubs, plants, and trees. Provided, however landscaping projects must be substantially accompanied by another type of qualifying project to be considered and the cost of the landscaping project cannot exceed the cost of the other project. For example, a \$3,000 project could be accompanied by a \$1,000 landscaping project to meet the minimum \$4,000 minimum project cost threshold for a project eligible for a 25% Reimbursement Incentive. Additionally, earth-kind landscaping is recommended.
- m. Roof replacement projects are also eligible for a Reimbursement Incentive. However, only ten percent (10%) of the roof replacement project cost will count towards the total reimbursable project cost. Additionally, roof replacement projects must be substantially accompanied by another type of qualifying project to be considered and the cost of the roof replacement project cannot exceed the cost of the other project.

For example, a roof replacement project with a total replacement cost of Twenty Thousand and No/100 Dollars (\$20,000.00) will only count for Two Thousand and No/100 Dollars (\$2,000.00) towards the total project cost eligible for a Reimbursement Incentive. An additional qualifying project totaling at least \$2,000.00 would then need

to be added in order to meet the \$4,000.00 minimum total project cost threshold for that Application.

5. In addition to the foregoing, Applications will be considered for other types of exterior projects that are found by the Program Administrator, in its discretion, to rehabilitate, enhance, or refurbish the exterior of residential property.
6. All projects must adhere to applicable deed restrictions and restrictive covenants. Applicants are solely responsible for obtaining any HOA/POA approvals needed for a project, as well as any permits required by the City or any other governmental entity.

H. Ineligible Projects and Non-Reimbursable Expenditures.

The following projects are deemed ineligible to receive a Reimbursement Incentive under this Policy.

1. Interior home projects;
2. New pools, hot tubs, spas, and/or water features;
3. Detached accessory structures;
4. Back patios and related improvements;
5. Carports;
6. Exterior improvements or other items that are the responsibility of a homeowners association, property owners association, management company, or other third-party;
7. Fencing projects that do not have at least some portion of the new fence fronting on the street that the Property is located on;
8. Any project started before receiving a notice to proceed by the City (this includes deposits, down payments and purchased items); and
9. Any project for which an insurance claim has been, or could be, submitted.

In addition to the above, permitting fees and sales tax are not eligible for reimbursement by a Reimbursement Incentive.

I. Application Process.

1. The following items must be submitted, and subsequently determined to be sufficient by Program Staff, for an Application to be considered complete:
 - a. Completed Application;

- b. Detailed scope of work and/or architectural drawings and/or renderings of the improvements, reflecting placement, materials, and colors;
 - c. At least 4 detailed color photographs of the existing exterior conditions of the project site, including items to be addressed within the scope of work;
 - d. Copy of bid from contractor or material costs documentation (for homeowners not using a contractor);
 - e. Documentation confirming ownership of the Property;
 - f. Proof that property taxes are current on the Property; and
 - g. Proof that the Property is covered by a valid and current homeowner's insurance policy (including flood insurance if applicable). This is required for projects eligible for up to a ten percent (10%) or a twenty-five percent (25%) reimbursement.
2. Applications will be reviewed for eligibility when they are determined to be complete by Program Staff.
 3. Once Program Staff have completed their review of an Application, the Applicant will be notified whether or not the project has been determined to be a Qualifying Project.
 4. If a project is determined to be a Qualifying Project, Program Staff will provide the Applicant with an agreement that outlines the terms and conditions that must be met in order to receive a Reimbursement Incentive for the project.
 5. The Applicant may begin work on the Qualifying Project once the agreement has been executed by both the Applicant and the City. If the Applicant is not the sole owner of the Property, all other owners will be required to also sign the agreement.

J. Payment of Reimbursement Incentives.

1. After work has been completed on a Qualifying Project, the Applicant must submit a complete reimbursement package to the City. The reimbursement package must include:
 - a. Copies of all permits required to be obtained for the construction or installation of the Qualifying Project;
 - b. Copies of receipts and sufficient supporting documentation showing that all contractors and/or materials have been paid in full for their work on the Qualifying Project. Documentation must include cancelled checks and/or bank statements; and
 - c. A letter from the Property owner(s) warranting that the Qualifying Project has been completed according to the requirements of the agreement with the City;

- d. Detailed color photographs of all completed improvements.
2. Receipts and invoices required to be submitted hereunder must, at a minimum, include the invoice date, scope of work, contractor name and contact information (if applicable), cost, and be marked as paid or a zero balance must be indicated. The invoices must clearly indicate the nature of the expense and that such expense is related to the Qualifying Project.
3. Applicants must submit a complete reimbursement package within three (3) months from the date the agreement between the Applicant and the City is executed, unless extended in writing by the City, in its sole discretion.
4. Program Staff will review reimbursement packages for completeness within thirty (30) days from receipt. If an Applicant is missing information, Program Staff will notify the Applicant in writing and provide them an additional thirty (30) days to provide any missing or incomplete information. If the reimbursement package is not complete at the end of that additional 30 days, the City will have no obligation to pay the Reimbursement Incentive.
5. The City will pay the Reimbursement Incentive no later than three (3) months after a reimbursement package for a Qualifying Project has been determined to be complete by Program Staff.
6. If the final costs for a Qualifying Project are less than the amount stated in the Application or the agreement with the City, then the City has the right to reduce the award to 10% or 25% of the actual costs.

K. Additional Program Requirements.

1. Only one Reimbursement Incentive shall be awarded for a Property per Program year. The Reimbursement Incentive is personal in nature and is therefore not transferrable or assignable.
2. Eligibility for a Reimbursement Incentive is based on current funding available for the Program. Lack of funding may result in the rejection of otherwise eligible Applications.
3. Decisions on the eligibility of Applications and projects under this Program will be determined by the City, in its sole discretion.
4. Successful Applicants that enter into an agreement with the City for a Reimbursement Incentive will be required to indemnify, defend, and hold the City, as well as any of its officers, directors, employees, harmless from any claims, damages, losses and expenses, including but not limited to attorneys' fees, arising from the agreement.
5. Successful Applicants that enter into an agreement with the City for a Reimbursement Incentive will be required to grant the City an unrestricted right to use, for any lawful

purpose, any photographs or video footage taken of the Qualifying Project, owned by the Applicant and to which Applicant has the authority to grant such permission, and to use the Applicant's name in connection therewith if the City chooses.

6. The City may impose any other conditions in an agreement with an Applicant that the City deems necessary to promote the purposes of this Policy and the Program.

L. Program Funding. Each fiscal year, subject to the discretion of the City's City Council as to whether or not to fund the Program for that year, the City may choose to adopt a budget to be used for Reimbursement Incentives under this Policy. Any Reimbursement Incentive funds not spent or committed from the previous fiscal year will be carried over to the following fiscal year to reduce the amount of Reimbursement Incentive funds that will need to be budgeted. Funding is subject to the availability of funds within the City's budget and will be used in accordance with applicable State law. If all funds in a given year are spent or committed to Qualifying Projects, the City may, but is not required to, appropriate additional funds to allow additional Qualifying Projects to be funded.

M. Program Exceptions. In the event of a declared disaster, such as a hurricane, the Program Administrator and/or Director of Redevelopment are delegated the authority to make exceptions to the Program requirements. Such exceptions may include, but are not limited to: (1) lowering the minimum total project cost required to apply; (2) allowing landscaping projects to be standalone projects; and (3) allowing for up to a twenty-five percent (25%) reimbursement for all new, approved applicants regardless of meeting eligibility criteria for the twenty-five percent (25%) reimbursement incentive. In order for such exceptions to apply, and for the project to be considered a Qualifying Project, the project must be directly related to a declared disaster.

PASSED AND APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

DAnn Shea Smith



City Council Agenda Request December 2, 2025

Agenda Request No: IX.B.

Agenda of: City Council Meeting

Initiated by: Jessica Echols, Senior Planner

Presented by: Jessica Echols, Senior Planner

Responsible Department: Planning and Development Services

Agenda Caption:

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

Recommended Action:

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

Executive Summary:

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

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

City Council held a Public Hearing and First Reading of Ordinance No. 2380 at the September 2, 2025, meeting. A total of 52 comment letters and 18 emails were received in support of the

proposal, and one comment letter was received in opposition. Ten members of the public spoke during the Public Hearing, with six in support and four in opposition. The primary concerns raised by those in opposition included not being able to exit the adjacent neighborhood due to increased school traffic, existing traffic conditions on Brooks Street, and student parking.

Following the Public Hearing, Members of City Council asked staff and the applicant several questions regarding student parking in the adjacent neighborhood, alternative site layouts, school speed zones on Brooks Street, and future plans for the widening of Brooks Street. City Council voted unanimously to approve the First Reading of Ordinance No. 2380 with the condition that the detention pond be relocated on the site plan and directed staff to evaluate the proposed traffic conditions if the Faith Lutheran curb cut along Brooks Street remains open.

Since the last public meeting, a revised Traffic Impact Analysis (TIA) has been reviewed and concurred with. The revised TIA evaluated the proposed traffic conditions if the Faith Lutheran curb cut along Brooks Street remained open and included recommendations to maintain on-site circulation, which were incorporated into the Traffic Circulation Plan (Exhibit B). As a result, the following condition has been added to Ordinance No. 2380: Vehicular traffic must comply with the Traffic Circulation Plan, attached to this Ordinance as Exhibit B. Staff members or personnel of the private school must be in place at the Faith Lutheran Church driveway, as indicated on Exhibit C, and stationed in The Bridge parking lot during the morning and afternoon student pick-up and drop-off times to direct vehicular traffic. An additional exhibit, Exhibit C – Faith Lutheran Church Driveway Closure Detail, has also been added to Ordinance No. 2380.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. Ordinance No. 2380
2. Staff Report
3. Request for CUP Letter
4. School Renderings

ORDINANCE NO. 2380

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

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

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

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

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

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

1. The site must be developed in accordance with the Site Plan and Traffic Circulation Plan, attached to and incorporated into this ordinance by reference.
2. The maximum number of students permitted on site at any time is 536.
3. A minimum of 175 parking spaces shall be provided on-site and through shared parking agreements with Faith Lutheran Church and The Bridge. Student drivers shall be required to obtain and display a parking permit sticker issued by the school.
4. Vehicular traffic must comply with the Traffic Circulation Plan, attached to this Ordinance as Exhibit B. Staff members or personnel of the private school must be in place at the Faith Lutheran Church driveway, as indicated on Exhibit C, and stationed in The Bridge parking lot during the morning and afternoon student pick-up and drop-off times to direct vehicular traffic.

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

Exhibit A – Site Plan

Exhibit B – Traffic Circulation Plan

Exhibit C – Faith Lutheran Church Driveway Closure Detail

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

APPROVED on first consideration on _____, 2025.

ADOPTED upon second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Attachments:

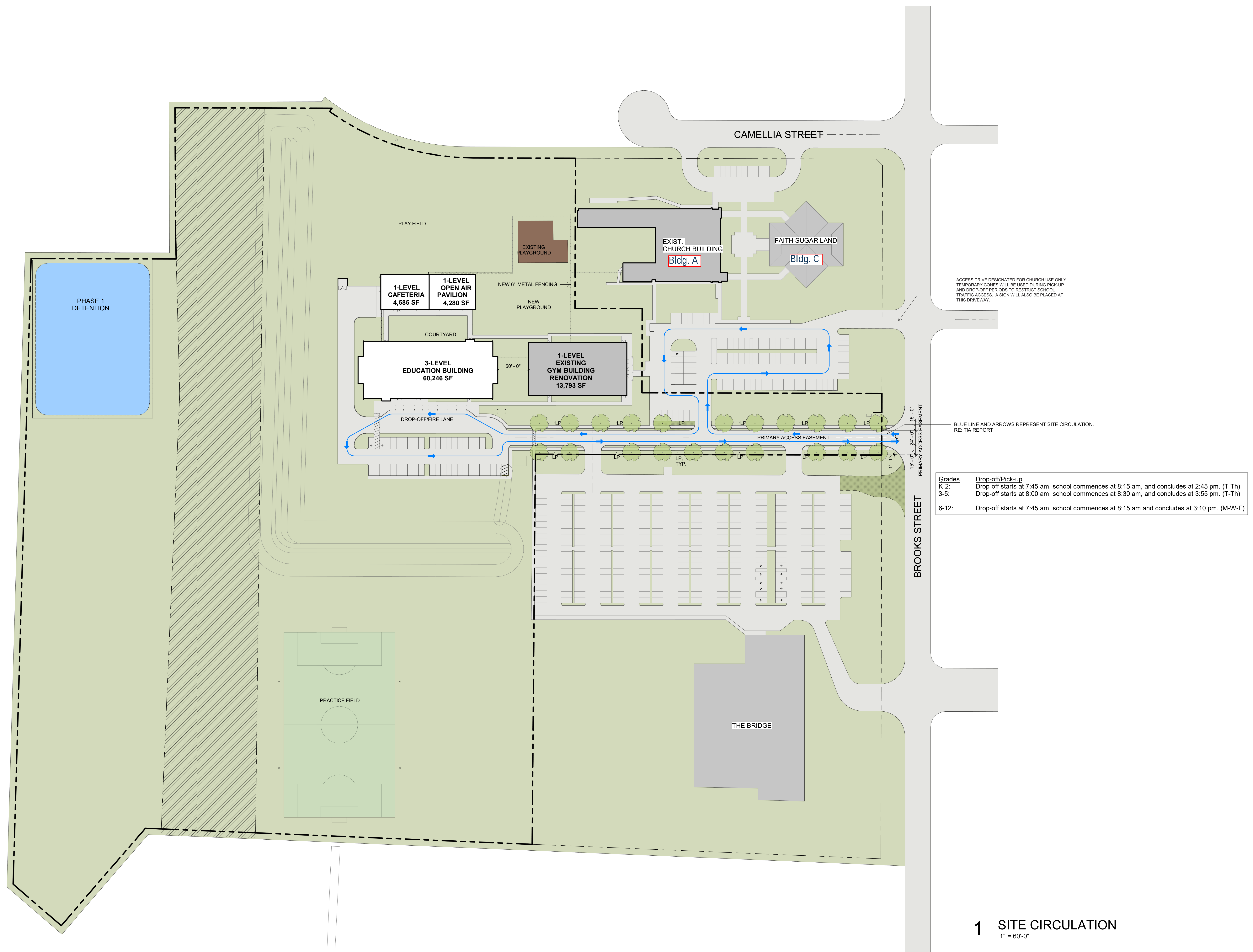
Exhibit A – Site Plan

Exhibit B – Traffic Circulation Plan

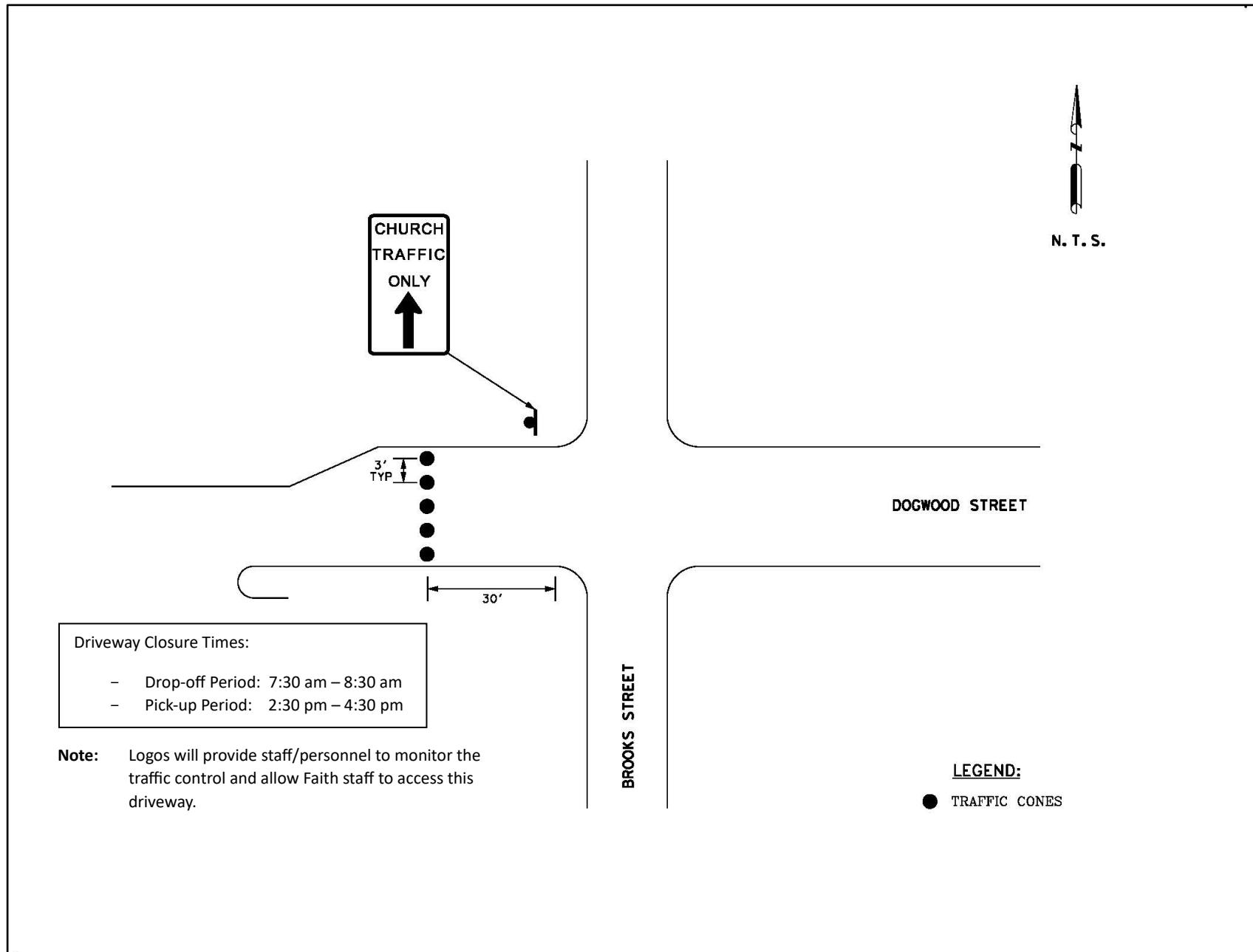
Exhibit C – Faith Lutheran Church Driveway Closure Detail



1 SITE PLAN
1" = 60'-0"



Driveway Closure Details



LOGOS PREPARATORY ACADEMY CUP

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

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

Currently, the school operates across two campuses, with the kindergarten through second grade program at Faith Lutheran Church and the remaining grades off-site at Sugar Creek Baptist Church (13223 Southwest Freeway). Current enrollment between both campuses is 623 students, with 131 kindergarten through second grade students at the Faith Lutheran Church campus. The expected enrollment for the new campus is 976 students; however, not all students will be present on campus simultaneously. The academic schedule is split between Monday-Wednesday-Friday classes and Tuesday-Thursday classes. The highest student presence is expected on Monday-Wednesday-Friday, with a maximum of 536 students on campus during those days.

It should be noted that the current and proposed enrollment numbers have been updated based on recent information provided by the applicant. The current enrollment at the Faith Lutheran Church campus increased from 108 to 131 students at the start of the Fall 2025 semester, increasing the total enrollment across both campuses from 595 to 623 students. Additionally, the projected maximum

number of students expected on campus Monday-Wednesday-Friday is 536, not 596. Condition #2 in Ordinance No. 2380 has been updated to reflect this revision.

The required parking ratio for Private Schools is 1:20 students for elementary and middle schools, and 1:4 students for high schools. Logos Preparatory Academy proposes to construct a surface parking lot on site and enter into shared parking agreements with Faith Lutheran Church and The Bridge to utilize their surplus parking spaces to meet the minimum parking requirements. These agreements will be required as part of the site plan package submittal. A preliminary parking analysis for the CUP verified that both churches have more parking spaces than required, allowing the school to meet its minimum parking requirement through shared use. A final analysis will be completed during the site plan package review.

The campus will be accessed from Brooks Street, a major collector roadway, via a proposed Primary Access Easement, which is a privately owned and maintained route that provides access from a street to one or more lots. The existing curb cut serving Faith Lutheran Church's parking lot along Brooks Street was originally proposed to be removed, with access being provided through the proposed Primary Access Easement. However, this driveway is now proposed to remain open, with access being restricted during the school's drop-off and pick-up times. The TIA has been revised to evaluate this change, see section on Updates to Plans and TIA below. The northern curb cut to The Bridge's parking lot is still proposed to be removed, while the southern curb cut aligned with Ken Hall Boulevard will remain open.

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

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

This property is identified in the Future Land Use Plan as “Neighborhood Commercial & Services.” This category consists of conventional car-oriented retail and services, such as small offices, religious institutions, and other low impact commercial uses that serve local neighborhoods. A portion of this property is also categorized as “Parks and Open Space,” which applies to regional parks and other open spaces of city-wide significance which are expected to remain as open space, such as golf courses and large linear greenways along major drainage channels and significant detention facilities.

PUBLIC HEARING RECAP

City Council held a Public Hearing at the September 2, 2025, meeting. A total of 52 comment letters and 18 emails were received in support of the proposal, and one comment letter was received in opposition. Ten members of the public spoke during the Public Hearing, with six in support and four in opposition. The primary concerns raised by those in opposition included not being able to exit the adjacent neighborhood due to increased school traffic, existing traffic conditions on Brooks Street, and student parking.

Following the Public Hearing, Members of City Council asked staff and the applicant several questions regarding student parking in the adjacent neighborhood, alternative site layouts, school speed zones on Brooks Street, and future plans for the widening of Brooks Street. City Council voted unanimously to approve the First Reading of Ordinance No. 2380 with the condition that the detention pond be relocated on the site plan and directed staff to evaluate the proposed traffic conditions if the Faith Lutheran Church curb cut along Brooks Street remains open.

Since the last public meeting, the applicant has met with several residents of the adjacent neighborhood to discuss and address their concerns. As of writing this report, staff has not received any additional inquiries regarding the proposal.

UPDATES TO PLANS & TIA

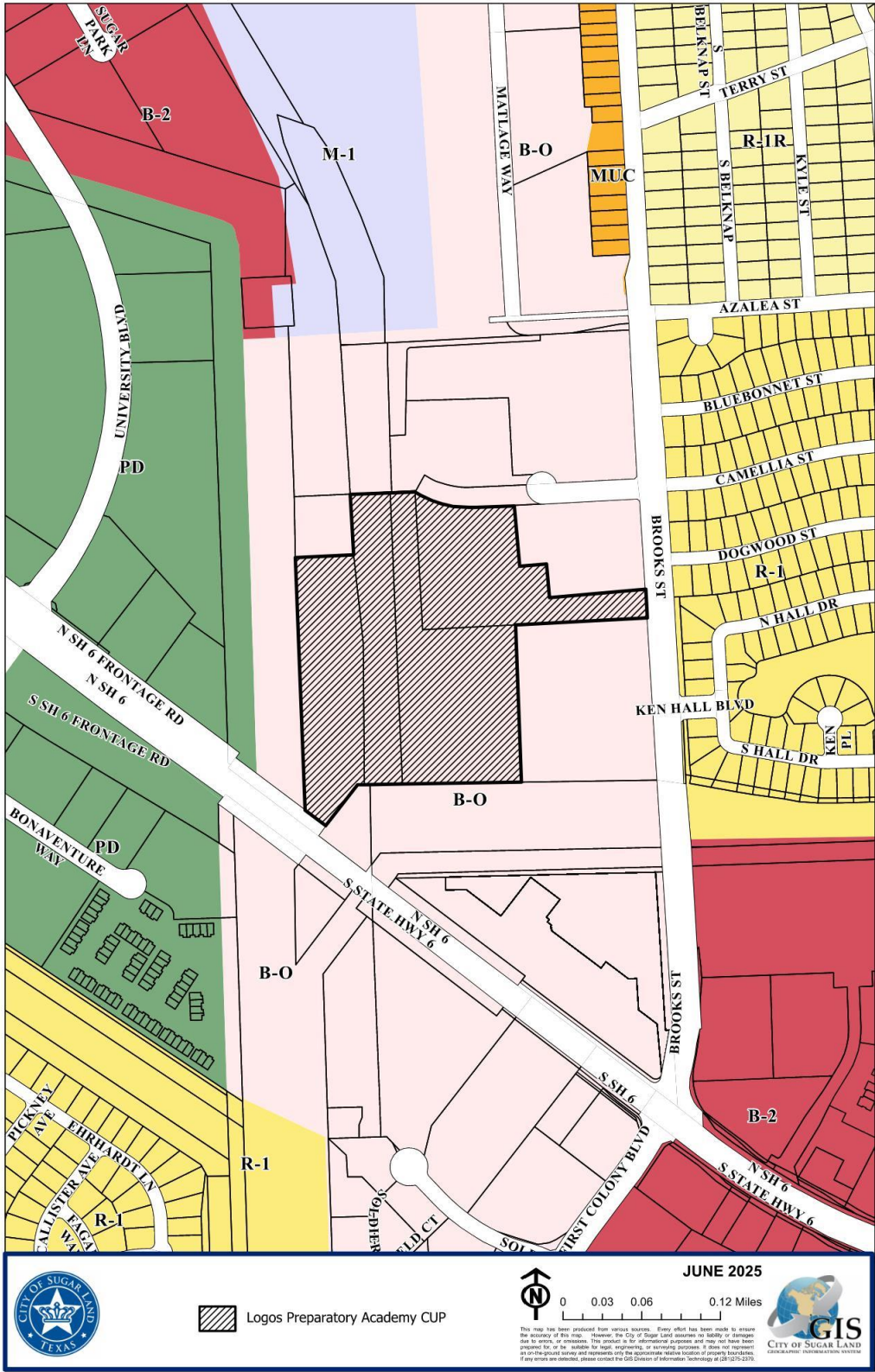
Since the Public Hearing, the Site Plan and Traffic Circulation Plan have been updated to include the relocated detention pond to address City Council's condition. The Traffic Impact Analysis (TIA) was also updated to evaluate the proposed traffic conditions if the Faith Lutheran Church curb cut along Brooks Street remains open. To maintain the proposed onsite circulation, the study recommended blocking the driveway with temporary cones during morning drop-off and afternoon pick-up times to restrict school traffic, and that the school provide staff or personnel to monitor the traffic control and allow only Faith Lutheran Church staff to use the driveway during the driveway closure periods.

The Traffic Circulation Plan (Exhibit B) has been updated to reflect these recommendations, and the following condition was added to Ordinance No. 2380: Vehicular traffic must comply with the Traffic Circulation Plan, attached to this Ordinance as Exhibit B. Staff members or personnel of the private school must be in place at the Faith Lutheran Church driveway, as indicated on Exhibit C, and stationed in The Bridge parking lot during the morning and afternoon student pick-up and drop-off times to direct vehicular traffic. An additional exhibit, Exhibit C – Faith Lutheran Church Driveway Closure Detail, was also added to Ordinance No. 2380.

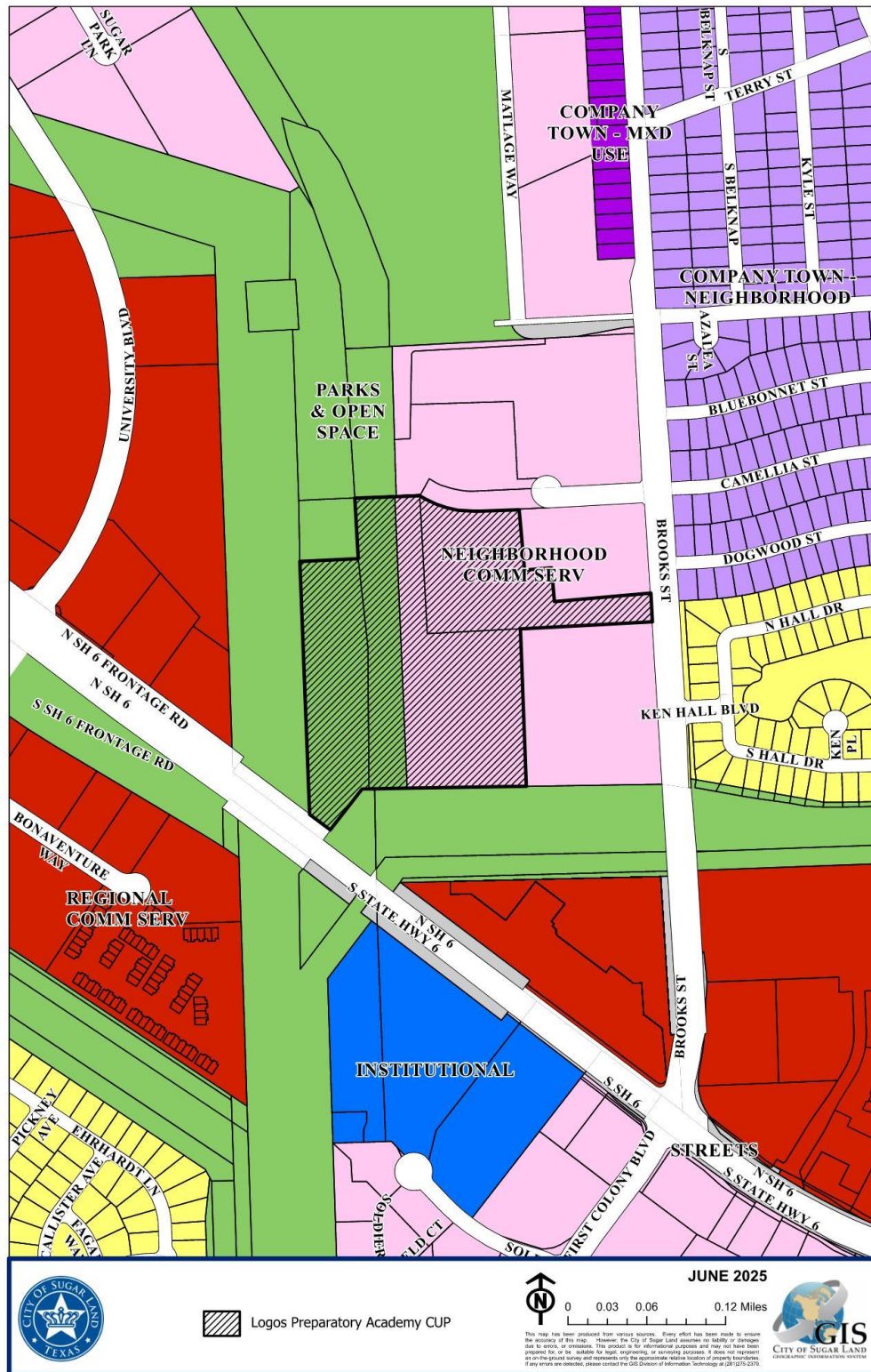
It should be noted that if the school's vehicular traffic is not maintained in accordance with the Traffic Circulation Plan and Faith Lutheran Church Driveway Closure detail, it would be considered a violation of the CUP ordinance and would necessitate discussions between the City and school to address the traffic issue.

Staff has reviewed and concurred with the revised TIA.

VICINITY MAP



FUTURE LAND USE MAP EXCERPT



Conditional Use Permit

Applicant Request Letter

LOGOS PREPARATORY ACADEMY

March 2025



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

Re: CUP-2025-003

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

Overview

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

History

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

Vision and Mission

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

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

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

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

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

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

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

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

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

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

Current Challenges

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

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

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

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

Master Plan Site Plans and Use

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

Conditional Use Permit

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

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

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

Land Purchase Agreement

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

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

Primary Access Easement

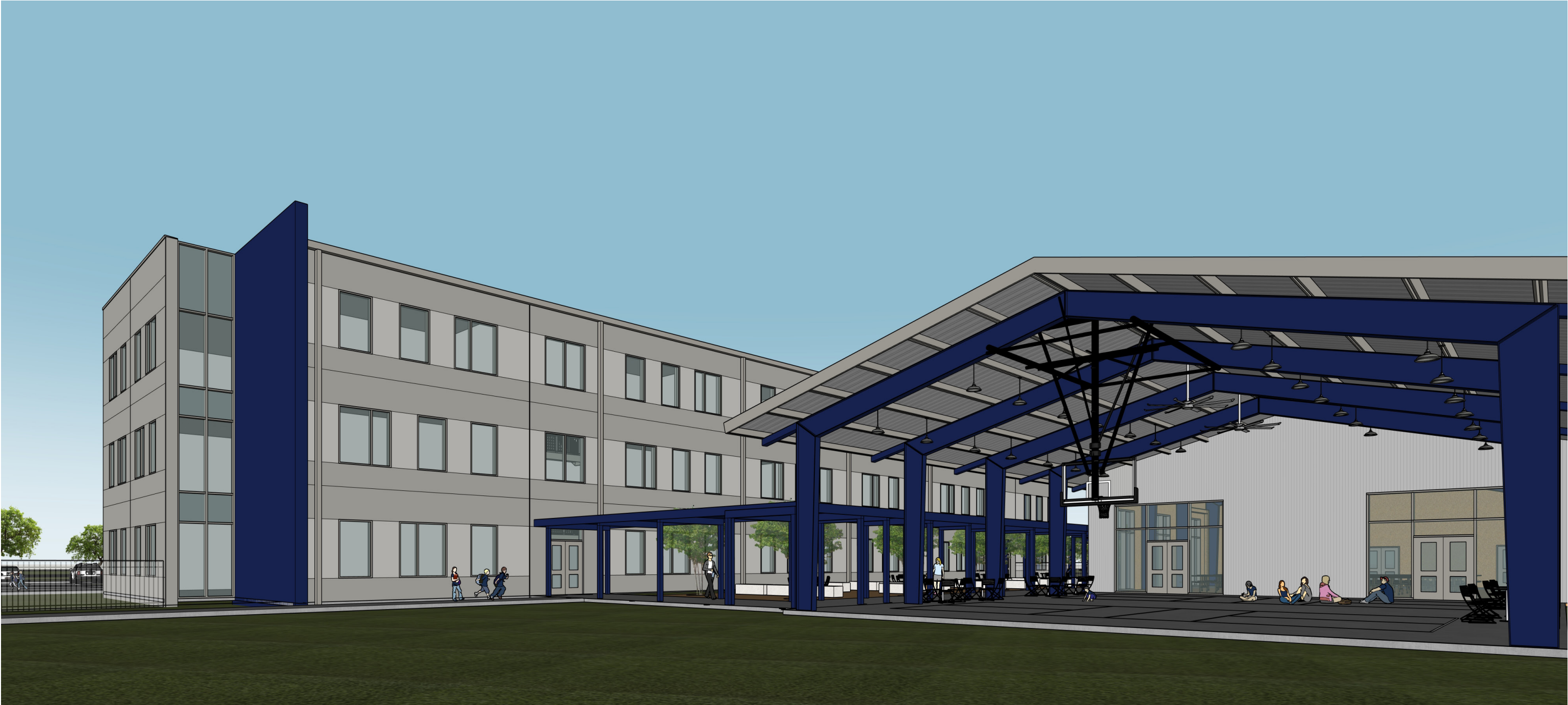
With Logos new proposed home being uniquely situated within the property, a Primary Access Easement will be required to access the site. This proposed PAE has been reviewed with the City of Sugar Land in a pre-development meeting and subsequent follow up meetings. See site plan exhibit for location of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

PERSPECTIVE | SOUTH VIEW



VIEW FROM SOUTH EAST

PERSPECTIVE | NORTH VIEW



VIEW FROM NORTH EAST

SITE | MULTI-PURPOSE FIELD





City Council Agenda Request December 2, 2025

Agenda Request No: IX.C.

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 an action on **CITY OF SUGAR LAND ORDINANCE NO. 2396**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING PROVISIONS IN CHAPTER 5 RELATED TO STOPPING, STANDING, AND PARKING OF VEHICLES; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Recommended Action:

Discuss and approve the first reading of Ordinance No. 2396 amending Chapter 5, Article IV - Traffic

Executive Summary:

Unrestricted overnight parking can lead to abandoned or stored vehicles occupying customer spaces, obstructing deliveries, and creating visibility and safety concerns for employees and visitors. While this issue is not currently widespread, occurrences of overnight parking and subsequent community feedback prompted Public Works staff to workshop ordinance modifications to City Council during the November 4, 2025 meeting.

Ordinance No. 2396 ensures that commercial centers remain clean, safe, and accessible, supports local business operations, and prevents long-term vehicle storage in areas not designed for it by doing the following:

- Prohibiting overnight parking between the hours of 10 pm to 6 am
- Holds both the operator/owner of the commercial motor vehicle as well as the commercial property owner (under certain circumstances)
- Authorizes Code Enforcement to conduct enforcement activities

Following the workshop, additional modifications were identified during internal discussions.

With the City soon opening two electrical charging stations sites, one at the Sugar Land Airport and another at T.E. Harman Center, staff wanted to ensure customers did not utilize the covered parking area as long-term parking. Ordinance No. 2396 prohibits a vehicle from being parked in a space designated for the charging of an electric vehicle while not actively charging.

Public Works recommends approval of Ordinance No. 2396

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_Parking Amendments
2. Article IV Redline_Parking

ORDINANCE NO. 2396

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING PROVISIONS IN CHAPTER 5 RELATED TO STOPPING, STANDING, AND PARKING OF VEHICLES; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, Section 542.202 of the Texas Transportation Code provides that a municipality may, in the reasonable exercise of its police power, regulate the stopping, standing, and parking of vehicles on streets under its jurisdiction; and

WHEREAS, Section 601.001 of the Texas Local Government Code authorizes a municipality to regulate and enforce restrictions on private property and may enforce such regulations in the same manner as ordinances regulating parking in public no-parking zones; and

WHEREAS, the City Council finds it necessary to amend the City's ordinances relating to stopping, standing, and parking of vehicles to address enforcement authority, commercial vehicle parking, and access to designated electric-vehicle charging spaces; and

WHEREAS, the City Council finds that these amendments are in the best interest of the public health, safety, and welfare; NOW, THEREFORE;

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

Section 1. That Section 5-51 of Chapter 5, Article IV (Traffic) is amended to read as follows:

Sec. 5-51. – Parking enforcement personnel.

- (a) The chief of police may assign trained civilian volunteers and civilian employees as parking enforcement personnel. Parking enforcement personnel may enforce all traffic laws of the city and of the state relating to stopping, standing, or parking by the issuance of a parking citation.
- (b) Code enforcement personnel may issue notices of violation to enforce all ordinances of the city relating to standing, stopping, and parking, except for violations involving parking in a designated fire lane or parking space reserved for persons with disabilities.
- (c) Airport operations personnel may issue a notice of violation to any person who stops, stands, or parks a motor vehicle at the airport in violation of section 5-86(b) (area designated for the charging of electric vehicles) of this code.

Section 2. That Sections 5-85 through 5-90 of Chapter 5, Article IV (Traffic) are amended to read as follows:

5-85. – Overnight parking of commercial vehicles.

- (a) It is unlawful for any person to stop, stand, or park a commercial motor vehicle, trailer, or semitrailer on the premises of a commercial property between the hours of 10:00 p.m. and 6:00 a.m.
- (b) It is unlawful for the owner, operator, or manager of a commercial property to allow a person to park a commercial motor vehicle, trailer, or semitrailer in violation of subsection (a).
- (c) For the purposes of this section, the following definitions apply:
 - (1) “Commercial motor vehicle” is motor vehicle that:
 - a. Has three or more axles and is designed and maintained primarily for the transportation of property; or
 - b. is designed for the transportation of fifteen or more passengers.
 - (2) “Commercial property” means real property that is not residential property and is not property owned or leased by the federal government, state government or any political subdivision thereof.
 - (3) “Motor vehicle” means a vehicle that is self-propelled.
 - (4) “Semitrailer” means a vehicle without motive power that is designed, or used with a motor vehicle, so that some of its weight and the weight of its load rests on or is carried by the motor vehicle.
 - (5) “Trailer” means a vehicle without motive power that is designed or used to carry property or passengers on its own structure exclusively.
- (d) Each day that a commercial vehicle, trailer, or semitrailer remains in violation of this section constitutes a separate offense.
- (e) It is an affirmative defense to prosecution that the owner, operator, or manager of the commercial property:
 - (1) Has posted conspicuous signage at each driveway entrance prohibiting commercial vehicle parking; and
 - (2) Has taken reasonable steps to prevent or address unauthorized parking; or
 - (3) Is in the business of vehicle storage; or

- (4) Is in the business of providing sleeping accommodations for consideration including hotels, motels, tourist homes, tourist courts or rooming houses but not including hospitals, nursing homes, or dormitories.
- (f) It is an affirmative defense to prosecution that the owner or operator of the commercial motor vehicle, trailer or semitrailer:
 - (1) was making a same-day delivery or pick up to a business within the commercial property;
 - (2) is the owner of the commercial property on which the violation occurred; or
 - (3) stopped, stood, or parked the commercial motor vehicle, trailer or semitrailer on a property owned by a company in the business of vehicle storage.

Sec. 5-86. – Parking; enforcement.

- (a) Unauthorized use of or the blocking of access to a parking space or area designated and established exclusively for use by transport vehicles for disabled persons, which is located either on property owned or controlled by the city or on private property and is identified in the manner provided by law, is unlawful and will be punished as provided by law.
- (b) Unauthorized use of or the blocking of access to a parking space or area designated and established exclusively for the charging of electric vehicles, which is located either on property owned or controlled by the city or on private property, is unlawful. For purposes of this section, “unauthorized use” includes parking a vehicle in an electric vehicle charging space while not actively charging.

Sec. 5-87. – Parking prohibited in certain places.

It is unlawful for a person to stop or park any vehicle upon a street in the city in such a manner or under such conditions as to leave available less than 12 feet of the width of the roadway for free movement of vehicular traffic; except that a driver may stop temporarily during the actual loading or unloading of passengers or merchandise; and except that a driver may stop or park a vehicle when necessary to avoid conflict with other traffic or when necessary in obedience to the directions of a police officer or official traffic-control device.

Sec. 5-88. – Owner and operator responsible for illegal parking.

It is unlawful for any person, having registered in his name or owning or operating or in charge of any vehicle, knowingly to allow or suffer or permit the vehicle to stop or be parked in any street in the city in violation of any of the provisions of this section or other ordinances of the city regulating the stopping or parking of vehicles.

Sec. 5-89. – Presumption.

In a prosecution for an offense of stopping, standing or parking a motor vehicle, commercial motor vehicle, trailer or semitrailer, it is presumed that the registered owner of the vehicle is the person who stopped, stood, or parked the vehicle at the time and place the offense occurred.

Sec. 5-90. – When removal is required.

- (a) *Removal.* The police department may remove a vehicle from the streets, alleys, sidewalks and public ways of the city any time when, in the opinion of one of its peace officers, such vehicle constitutes a hazard or interferes with a normal function of the city, or by reason of any catastrophe, emergency or unusual circumstances, the safety of the vehicle is imperiled.
- (b) *Notice of removal.* Whenever an officer removes a vehicle from a street as authorized herein and the officer knows or is able to ascertain the name and address of the owner thereof, such officer will give or cause to be given notice in writing to such owner of the fact of such removal and the reasons therefor and of the place to which such vehicle has been removed.

Whenever an officer removes a vehicle from a street as provided herein and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner as hereinbefore provided, and in the event the vehicle is not returned to the owner within a period of three days, then the officer will send a written report of such removal by mail to the State Department of Highways and Public Transportation in Austin, Texas as required by law, and file a copy of such notice with the proprietor of any garage in which the vehicle may be placed. Such notice will include a complete description of the vehicle; the date, time and place from which removed; the reasons for such removal; and the name of the garage or place where the vehicle is stored.

Section 3. 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 4. 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 upon second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Angela Mann".

Sec. 5-51. – Parking enforcement personnel.

(a) The chief of police may assign trained civilian volunteers and civilian employees as parking enforcement personnel. Parking enforcement personnel may enforce all traffic laws of the city and of the state relating to stopping, standing, or parking by the issuance of a parking citation.

(b) Code enforcement personnel may issue notices of violation to enforce all ordinances of the city relating to standing, stopping, and parking, except for violations involving parking in a designated fire lane or parking space reserved for persons with disabilities.

(c) Airport operations personnel may issue a notice of violation to any person who stops, stands, or parks a motor vehicle at the airport in violation of section 5-86(b) (area designated for the charging of electric vehicles) of this code.

5-85. Overnight parking of commercial vehicles.

(a) It is unlawful for any person to stop, stand, or park a commercial motor vehicle, trailer, or semitrailer on the premises of a commercial property between the hours of 10:00 p.m. and 6:00 a.m.

(b) It is unlawful for the owner, operator, or manager of a commercial property to allow a person to park a commercial motor vehicle, trailer, or semitrailer in violation of subsection (a).

(c) For the purposes of this section, the following definitions apply:

(1) "Commercial motor vehicle" is motor vehicle that:

A. Has three or more axles and is designed and maintained primarily for the transportation of property; or

B. is designed for the transportation of fifteen or more passengers.

(2) "Commercial property" means real property that is not residential property and is not property owned or leased by the federal government, state government or any political subdivision thereof.

(3) "Motor vehicle" means a vehicle that is self-propelled.

(4) "Semitrailer" means a vehicle without motive power that is designed, or used with a motor vehicle, so that some of its weight and the weight of its load rests on or is carried by the motor vehicle.

(5) "Trailer" means a vehicle without motive power that is designed or used to carry property or passengers on its own structure exclusively.

(d) Each day that a commercial vehicle, trailer, or semitrailer remains in violation of this section constitutes a separate offense.

(e) It is an affirmative defense to prosecution that the owner, operator, or manager of the commercial property:

(1) Has posted conspicuous signage at each driveway entrance prohibiting commercial vehicle parking; and

(2) Has taken reasonable steps to prevent or address unauthorized parking; or

(3) Is in the business of vehicle storage; or

(4) Is in the business of providing sleeping accommodations for consideration including hotels, motels, tourist homes, tourist courts or rooming houses but not including hospitals, nursing homes, or dormitories.

(f) It is an affirmative defense to prosecution that the owner or operator of the commercial motor vehicle, trailer or semitrailer:

(1) was making a same-day delivery or pick up to a business within the commercial property;

(2) is the owner of the commercial property on which the violation occurred; or

(3) stopped, stood, or parked the commercial motor vehicle, trailer or semitrailer on a property owned by a company in the business of vehicle storage.

Sec. 5-85 5-86. - Parking; ~~disabled persons~~; enforcement.

(a) Unauthorized use of or the blocking of access to a parking space or area designated and established exclusively for use by transport vehicles for disabled persons, which is located either on property owned or controlled by the city or on private property and is identified in the manner provided by law, is unlawful and will be punished as provided by law.

(b) Unauthorized use of or the blocking of access to a parking space or area designated and established exclusively for the charging of electric vehicles, which is located either on property owned or controlled by the city or on private property, is unlawful. For purposes of this section, "unauthorized use" includes parking a vehicle in an electric vehicle charging space while not actively charging.

Sec. 5-8687. - Parking prohibited in certain places.

It is unlawful for a person to stop or park any vehicle upon a street in the city in such a manner or under such conditions as to leave available less than 12 feet of the width of the roadway for free movement of vehicular traffic; except that a driver may stop temporarily during the actual loading or unloading of passengers or merchandise; and except that a driver may stop or park a vehicle when necessary to avoid conflict with other traffic or when necessary in obedience to the directions of a police officer or official traffic-control device.

Sec. 5-8788. - Owner and operator responsible for illegal parking.

It is unlawful for any person, having registered in his name or owning or operating or in charge of any vehicle, knowingly to allow or suffer or permit the vehicle to stop or be parked in any street in the city in

violation of any of the provisions of this section or other ordinances of the city regulating the stopping or parking of vehicles.

Sec. 5-~~8889~~. - Presumption ~~of illegal parking by owner~~.

~~When any person is charged with having parked a vehicle on any street in the city at a in any place on such street where parking of vehicles is prohibited, or with parking such vehicle on a street in a manner which violated the designated manner of parking a vehicle, or with parking such vehicle for a length of time in excess of that allowed in the space where such vehicle was parked, proof that the vehicle was, at the date of the offense alleged, owned by the person charged with the offense constitutes prima facie evidence that the vehicle was parked at the place charged by the owner, but the owner has the right to introduce evidence to show that such vehicle was not parked by him as charged in the complaint. In a prosecution for an offense of stopping, standing or parking a motor vehicle, commercial motor vehicle, trailer or semitrailer, it is presumed that the registered owner of the vehicle is the person who stopped, stood, or parked the vehicle at the time and place the offense occurred.~~

Sec. 5-~~8990~~. - When removal is required.

(a) *Removal*. The police department may remove a vehicle from the streets, alleys, sidewalks and public ways of the city any time when, in the opinion of one of its peace officers, such vehicle constitutes a hazard or interferes with a normal function of the city, or by reason of any catastrophe, emergency or unusual circumstances, the safety of the vehicle is imperiled.

(b) *Notice of removal*. Whenever an officer removes a vehicle from a street as authorized herein and the officer knows or is able to ascertain the name and address of the owner thereof, such officer will give or cause to be given notice in writing to such owner of the fact of such removal and the reasons therefor and of the place to which such vehicle has been removed.

Whenever an officer removes a vehicle from a street as provided herein and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner as hereinbefore provided, and in the event the vehicle is not returned to the owner within a period of three days, then the officer will send a written report of such removal by mail to the State Department of Highways and Public Transportation in Austin, Texas as required by law, and file a copy of such notice with the proprietor of any garage in which the vehicle may be placed. Such notice will include a complete description of the vehicle; the date, time and place from which removed; the reasons for such removal; and the name of the garage or place where the vehicle is stored.



City Council Agenda Request December 2, 2025

Agenda Request No: IX.D.

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 2397**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 4 OF THE LAND DEVELOPMENT CODE BY AMENDING SIGN REGULATIONS RELATED TO POLITICAL SIGNS.

Recommended Action:

Consider and approve the first reading of Ordinance No. 2397 amending Chapter 4, Article I - Sign Regulations In General

Executive Summary:

Staff presented updates to Chapter 2 of the Development Code during a City Council meeting on November 4, 2025.

Ordinance No. 2397 outlines the following:

- Definitions for a Type I and Type II political sign
- Timeframe requirements for Type II political signs
 - 90 days before an election
 - 5 days following an election

Public Works presents Ordinance No. 2397 for consideration and approval.

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 2397

ORDINANCE NO. 2397

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 4 OF THE LAND DEVELOPMENT CODE BY AMENDING SIGN REGULATIONS RELATED TO POLITICAL SIGNS.

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

Section 1. That Chapter 4, Article 1 of the Land Development Code is revised by amending Section 4-3 by adding the following definitions:

Effective area means the surface area of a sign face or panel, but does not include the supporting structure of a sign.

Political Sign Type 1 means a sign that contains primarily a political message and is located on private real property with the consent of the property owner. Private real property does not include real property subject to an easement or other encumbrance that allows the City to use the property for a public purpose.

Political Sign Type 2 means a sign that advertises a candidate or measure for an election and is located on private real property with the consent of the property owner. Private real property does not include real property subject to an easement or other encumbrance that allows the City to use the property for a public purpose.

Section 2. That Chapter 4, Article 1 of the Land Development Code is revised by amending Section 4-4 (13) to read as follows:

Sec. 4-4. - Exemptions.

13. *Political signs Type 1 and Type 2.*

a. May not:

- 1) Have an Effective Area greater than 36 square feet;
- 2) Be more than 8 feet high;
- 3) Be Illuminated or Electronic; or
- 4) Have any moving element.

b. Time Limitations:

- 1) Political signs Type 1 have no time limitations.
- 2) Political signs Type 2 may not be placed earlier than the 90th calendar day before the first day of early voting and must be removed no later than the 5th calendar day after the scheduled election date.

Section 3. 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 4. 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. McCutheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk



City Council Agenda Request December 2, 2025

Agenda Request No: IX.E.

Agenda of: City Council Meeting

Initiated by: Betty Jurado, Administrative Coordinator

Presented by: Jing Xiao, Director of Finance

Responsible Department: Finance

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-51:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CASTING VOTES FOR THE FORT BEND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE 2026 TO 2029 TERM OF OFFICE.

Recommended Action:

Staff recommend that the City Council Approve Resolution No. 25–51 casting 54 votes in the election of two Board of Directors of the Fort Bend County Appraisal District for a 4-year term from January 1, 2026 to December 31, 2029

Executive Summary:

The Texas Legislature enacted the Tax Code in 1979 that created the central appraisal district (CAD) system wherein one district would be responsible for valuing property in each Texas county. Governance of the CAD was given to a board of directors elected by the taxing units in the district. The responsibilities of the board include:

- Adopting budget
- Hiring the chief appraiser
- Contract review and approval
- Ensuring the CAD is audited regularly
- Lawsuit review
- Appointing the Taxpayer Liaison Officer
- Among others...

The 88th Texas Legislature passed Senate Bill 2 during the 2023 session, which, among other things, expands the size of an appraisal district's Board of Directors from six members to nine members. In addition to the five members appointed by participating taxing units, added three members elected by the public in general election. The County

tax assessor-collector serves as a non-voting member.

The five appointed members serve staggered four-year terms beginning on January 1 of every other even-numbered year. The City received the Election Ballot from the Fort Bend CAD (FBCAD) Chief Appraiser in October 2025 for the two board member seats that are subject to taxing units' election to serve the 4-year term from January 2026 to December 2029.

The two candidates on the ballot are Pamiel J Gaskin and Paul Stamatis; both are on the current FBCAD Board of Directors and serving as Financial Officer and Vice Chairman respectively.

The City is entitled to 54 votes out of 2,000 total votes. A signed resolution must be submitted with the ballot allocating the City's votes to the Chief Appraiser by December 15, 2025. The City Council may allocate the votes to one or more candidates as they see fit. Only one ballot may be submitted per taxing entity.

Recommendation:

The staff recommends that the City Council approve Resolution No. 25-51 casting 54 votes in the election of two Board of Directors of the Fort Bend Central Appraisal District for a 4-year term from January 1st, 2026 to December 31, 2029.

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. FBCAD Board Election Res 25-51-Updated

RESOLUTION NO. 25-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CASTING A TOTAL OF FIFTY FOUR (54) VOTES OUT OF 2,000 TOTAL VOTES IN THE ELECTION OF TWO DIRECTORS TO SERVE ON THE BOARD OF DIRECTORS OF THE FORT BEND CENTRAL APPRAISAL DISTRICT FOR THE 2026-2029 TERM.

WHEREAS, the City Council is entitled to fifty-four (54) votes out of 2,000 total votes in the election of two members to serve on the Board of Directors of the Fort Bend Central Appraisal District for the 2026-2029 term; and

WHEREAS, the following candidates have been nominated by the participating tax entities:

Pamiel Gaskin
Paul Stamatis

NOW, THEREFORE,

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

Section 1. That the votes are cast in the following manner:

Pamiel Gaskin	_____ votes
Paul Stamatis	_____ votes

PASSED AND APPROVED ON _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

Meredith Riedel



City Council Agenda Request December 2, 2025

Agenda Request No: XI.A.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Jennifer Alexander, Business Development Manager, Alba Penate-Johnson, Assistant Director of Economic Development

Responsible Department: Economic Development

Agenda Caption:

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

Section 551.087 Deliberation Regarding Economic Development Negotiations:

For the purpose of deliberation regarding the offer of a financial or other incentive to a business prospect the City seeks to have locate, stay, or expand in or near the City.

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



City Council Agenda Request December 2, 2025

Agenda Request No: XI.B.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Carol McCutcheon, Mayor

Responsible Department: Council and Board

Agenda Caption:

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

Section 551.074 Personnel Matters:

For the purpose of discussion with respect to the Municipal Court Judge annual performance evaluation.

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



City Council Agenda Request December 2, 2025

Agenda Request No: XI.C.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Carol McCutcheon, Mayor

Responsible Department: Council and Board

Agenda Caption:

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

Section 551.074 Personnel Matters:

For the purpose of discussion with respect to the City Manager annual performance evaluation.

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