



City of Sugar Land

Joint City Council and Planning & Zoning Commission Meeting Agenda

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

Tuesday, May 6, 2025

Joint City Council and Planning & Zoning Commission Meeting
City Council Chamber

5:00 PM

I. Attention

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

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

II. Closed Executive Session - City Council

- 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.

Devon Rodriguez, Director of Redevelopment, Jessica Huble, Assistant Director of Redevelopment, Alba Penate-Johnson, Assistant Director of Economic Development, Jennifer Alexander, Business Development Manager

- A. Invocation - Councilmember Naushad Kermally
A. Pledges of Allegiance - Councilmember Naushad Kermally

V. Recognition - City Council

- A. NATIONAL PUBLIC WORKS WEEK
MAY 18 - 24, 2025
Katie Clayton, Director of Utilities, Herc Meier, Director of Public Works
- B. PUBLIC SERVICE RECOGNITION WEEK
MAY 4-10, 2025
Shondra Holmes, People Experience Manager
- C. BRENNA COSBY
25 YEARS OF SERVICE
FORT BEND INDEPENDENT SCHOOL DISTRICT
Joe Zimmerman, Mayor

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 - City Council

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. **SECOND CONSIDERATION**: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2373**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2 (ZONING REGULATIONS), CHAPTER 5 (SUBDIVISION REGULATIONS), AND CHAPTER 10 (DEFINITIONS) OF THE LAND DEVELOPMENT CODE TO ALIGN THE REGULATIONS FOR THE LAKE POINTE REDEVELOPMENT (LPR) DISTRICT WITH THE SUBDIVISION REGULATIONS AND TO ENHANCE CLARITY AND CONSISTENCY WITHIN THE CODE.

Jessica Echols, Senior Planner

- B. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-19**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, DIRECTING CITY STAFF TO EXPLORE POTENTIAL ZONING MODIFICATIONS FOR THE PROPERTIES ALONG THE WEST SIDE OF ULRICH STREET, SOUTH OF AVENUE D.

Jessica Rodriguez, Development Planning Manager

- C. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-24**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, FOR THE STATE CRISIS INTERVENTION GRANT PROGRAM, FY2026, TO FUND LAW ENFORCEMENT PROJECTS; DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT; AND REPEALING RESOLUTION NO. 25-08.

GREGORY SUTER, Police Captain - Staff Services Bureau

- D. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-25**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR (FY) 2026 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM FUNDED THROUGH BG-RIFLE RESISTANT BODY-ARMOR GRANT PROGRAM ("GRANT") TO FUND RIFLE RESISTANT BODY ARMOR (GRANT #5406701); DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT; AND REPEALING RESOLUTION NO. 25-09.

GREGORY SUTER, Police Captain - Staff Services Bureau

- E. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-26**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR (FY) 2026 CRIMINAL JUSTICE GRANT PROGRAM FUNDED THROUGH THE DJ-EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM ("GRANT") TO FUND K-9 UNIT (GRANT #5406401) AND CROWD CONTROL AND CIVIL UNREST EQUIPMENT (GRANT #5534001); AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

GREGORY SUTER, Police Captain - Staff Services Bureau

- F. Consideration of and action on authorization of a Contract with G&S Asphalt DBA American Materials, Inc, in the amount of \$140,000.00, for the purchase of associated materials for the Scenic River Drive roadway resurfacing.

Ryon Bell, Streets and Drainage Manager

- G. Consideration of and action on authorization of a Contract with Electric Motor Specialists, in the amount of \$300,000.00, for pump repairs for the Lift Stations, Groundwater Plants, and Surface Water Plant. This contract will automatically renew for four (4) additional one-year terms for a total contract amount of \$1,500,000.00.

Charles Stroud, Wastewater Facilities Manager

- H. Consideration of and action on authorization of a Contract with McKenna Contracting, Inc., in the amount of \$152,250.00 through the BuyBoard Cooperative Purchasing Contract No. 737-24, for construction services for the City Park Pickleball Courts Project, CIP CPK2304.

William Hajdik, Assistant Director of Parks & Recreation

- I. Consideration of and action on Authorization For License For Parking Near Constellation Field - Offsite Parking Area (Lot B) with Astros LLC, for parking near Constellation Field.

Jonathan Soriano, Senior Community Development Coordinator

- J. Consideration of and action on authorization of a Contract with HUB International, in the annual amount of \$49,500.00 for Years One - Three, for benefits consulting services. This contract will automatically renew for four (4) additional one-year terms, with Years Four and Five not to exceed the total contract amount of \$265,000.00.

Janet Lawrie, Assistant Director of People & Culture

- K. Consideration of and action on a Contract with Hunden Partners, in the amount of \$395,000.00, for the Five-Year Strategic Tourism Plan and Sports Tourism Plan, utilizing Hotel Occupancy Tax Funds.

Alison Brooks, Assistant Director of Tourism, Kimberly Terrell, Director of Parks & Recreation

- L. Consideration of and action on a one-year extension for The Pearl at Lake Pointe Planned Development District - Final Development Plan.

Jessica Echols, Senior Planner

- M. Consideration of and action on authorization of a Contract with Arcco Power Systems, in the amount of \$466,467.28 through the Sourcewell Cooperative Purchasing Contract No. 092222-GNR, for the purchase of two (2) Generac Mobile Diesel Engine-Driven Generators.

Danica Mueller, Water Operations Manager

- N. Consideration of and action on authorization of a Contract with The Better Block Foundation, in the amount of \$134,750.00, for design and execution services of a creative place making project at 115 and 123 Brooks Street.

Sharee Davis, Civic Arts Manager

- O. Consideration of and action on the minutes of the April 15, 2025 City Council meeting and the April 22, 2025 Joint City Council and Planning and Zoning Commission meeting.

Linda Mendenhall, City Clerk

VIII. Donations - City Council

- A. Consideration of and action on acceptance of monetary donations, in the amount of \$12,000.00, for 2025 Lend a Hand Sugar Land; and authorization of a Budget Amendment, in the amount of \$12,000.00 to revenues and expenditures.

Nicole Guevara, Assistant Director of Neighborhood Services

IX. Contracts and Agreements - City Council

- A. Consideration of and action on authorization of a Contract with Metro Fire Apparatus Specialists, Inc., in the amount of \$1,173,346.00 through the Houston-Galveston Area Council Cooperative Purchasing Contract No. FS12-23, for the purchase of a Spartan S-180 Model 3106 Pumper for the Fire Department.

Mark Campise, Chief of Fire-EMS

- B. Consideration of and action on authorization of a Contract with Siddons Martin Emergency Group LLC, in the amount of \$2,096,592.00 through the Houston-Galveston Area Council Cooperative Purchasing Contract No. FS12-23, for the purchase of a Pierce Enforcer Ascendant 107' Aerial Ladder for the Fire Department.

Mark Campise, Chief of Fire-EMS

- C. Consideration of and action on authorization of Amendment No. 1 to Amended and Restated Development Agreement with Pulte Homes of Texas LP.

Lisa Kocich-Meyer, Director of Planning & Development Services, Katie Clayton, Director of Utilities

- D. Consideration of and action on authorization of Amendment No. 1 to the Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract with Pulte Homes of Texas LP.

Lisa Kocich-Meyer, Director of Planning & Development Services, Katie Clayton, Director of Utilities

X. Ordinances and Resolutions - City Council

- A. **SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR**

LAND ORDINANCE NO. 2368: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING FOR A CHANGE OF ZONING OF APPROXIMATELY 30 ACRES OF LAND, LOCATED EAST OF HIGHWAY 6 BETWEEN IMPERIAL BOULEVARD AND CROWN GARDEN TRAIL, FROM PLANNED DEVELOPMENT (PD) DISTRICT GENERAL DEVELOPMENT PLAN (IMPERIAL) TO PLANNED DEVELOPMENT (PD) DISTRICT GENERAL DEVELOPMENT PLAN (IMPERIAL HIGHWAY 6 DISTRICT TRACT H).

Ruth Lohmer, Redevelopment Planning Manager

- B. **SECOND CONSIDERATION**: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2366**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE LAND USE DESIGNATION OF THE IMPERIAL (HWY 6) AREA ON THE FUTURE LAND USE MAP IN SECTION 5 OF CHAPTER 6 LAND USE PLAN OF THE CITY OF SUGAR LAND COMPREHENSIVE PLAN.

Ruth Lohmer, Redevelopment Planning Manager

XI. Public Hearings - Joint

- A. **PUBLIC HEARING 6:00 P.M.**: Receive and hear all persons desiring to be heard on the proposed Redevelopment Concept Plan for Lake Pointe Green, approximately 52 acres in The Lake Pointe Redevelopment District, located on Creek Bend Drive between Fluor Daniel Drive and Lake Pointe Parkway.

Ruth Lohmer, Redevelopment Planning Manager

XII. 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.

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 May 6, 2025

Agenda Request No: II.A.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Devon Rodriguez, Director of Redevelopment, Jessica Huble, Assistant Director of Redevelopment, Alba Penate-Johnson, Assistant Director of Economic Development, Jennifer Alexander, Business Development Manager

Responsible Department: Admin

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:

Current Budget:

Additional Funding:

Funding Source:

Account Number (ORG-OBJ-Project):

Attachments

None



City Council Agenda Request May 6, 2025

Agenda Request No: III.A.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Justin Perez, Agenda Coordinator

Responsible Department: Admin

Agenda Caption:

Councilmember Naushad Kermally

Recommended Action:

Executive Summary:

Budget

Expenditure Required:

Current Budget:

Additional Funding:

Funding Source:

Account Number (ORG-OBJ-Project):

Attachments

None



City Council Agenda Request

May 6, 2025

Agenda Request No: IV.A.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Justin Perez, Agenda Coordinator

Responsible Department: Admin

Agenda Caption:

Councilmember Naushad Kermally

Recommended Action:

Executive Summary:

Budget

Expenditure Required:

Current Budget:

Additional Funding:

Funding Source:

Account Number (ORG-OBJ-Project):

Attachments

None



City Council Agenda Request May 6, 2025

Agenda Request No: V.A.

Agenda of: City Council Meeting

Initiated by: KELLYNN SEMBERA, Public Works Finance Manager

Presented by: Katie Clayton, Director of Utilities, Herc Meier, Director of Public Works

Responsible Department: Public Works

Agenda Caption:

NATIONAL PUBLIC WORKS WEEK
MAY 18 - 24, 2025

Recommended Action:

Proclamation declaring May 18 - 24, 2025, as National Public Works Week.

Executive Summary:

Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Across North America, more than 28,000 APWA members in the US and Canada use this week to energize and educate the public on the importance of the contribution of public works to their daily lives: planning, building, managing, and operating the heart of our local communities and building the quality of life.

Instituted as a public education campaign by the EPA in 1960, National Public Works Week (NPWW) calls attention to the importance of public works in community life.

EPA encourages public works agencies and professionals to take the opportunity to make their stories known in their communities. The occasion is marked each year with scores of resolutions and proclamations from mayors and governors. Some special historical highlights of NPWW include a United States Senate resolution affirming the first National Public Works Week in 1960, with letters of acknowledgment from Presidents Dwight Eisenhower and Lyndon B. Johnson, and a Presidential Proclamation signed by John F. Kennedy in 1962.

Each year, the NPWW focuses on a theme. The 2025 National Public Works Week Poster Theme is People, Purpose, Presence.

Public Works helps maintain a community's strength by working together to provide an infrastructure of services in traffic, street drainage, water, wastewater, right of way management, emergency management, and first response. Public Works provides the togetherness needed for collaboration with all the stakeholders in maintenance projects, infrastructure solutions, and quality-of-life services.

National Public Works Week is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as

Public Works. National Public Works Week is observed each year during the third full week of May. Through NPWW and other efforts, the EPA seeks to raise the public's awareness of Public Works issues and increase confidence in Public Works employees who are dedicated to improving the quality of life for present and future generations.

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 May 6, 2025

Agenda Request No: V.B.

Agenda of: City Council Meeting

Initiated by: Paula Kutchka, Director of People & Culture

Presented by: Shondra Holmes, People Experience Manager

Responsible Department: People and Culture

Agenda Caption:

PUBLIC SERVICE RECOGNITION WEEK
MAY 4-10, 2025

Recommended Action:

Join us in celebrating Public Service Recognition Week, May 4 - 10, 2025

Executive Summary:

Since 1985, Public Service Recognition Week (PSRW) has been celebrated during the first full week of May to honor the dedicated individuals who serve as federal, state, county, and local government employees. Across the nation—and around the world—public servants take this opportunity to spotlight the meaningful work they do, inspire others to pursue careers in public service, and showcase the many ways government services improve lives every day. Their unwavering commitment helps build trust in government, strengthens our communities, and ensures the evolving needs of the public are met with compassion, innovation, and excellence.

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding:

Funding Source: n/a

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

Attachments

None



City Council Agenda Request May 6, 2025

Agenda Request No: V.C.

Agenda of: City Council Meeting

Initiated by: NATALIE SERRANO, City Council Liaison

Presented by: Joe Zimmerman, Mayor

Responsible Department: Strategic and Government Affairs

Agenda Caption:

BRENNA COSBY

25 YEARS OF SERVICE

FORT BEND INDEPENDENT SCHOOL DISTRICT

Recommended Action:

Recognize Brenna Cosby for her 25 years of service to the Fort Bend Independent School District.

Executive Summary:

Budget

Expenditure Required:

Current Budget:

Additional Funding:

Funding Source:

Account Number (ORG-OBJ-Project):

Attachments

None



City Council Agenda Request May 6, 2025

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Jessica Echols, Senior Planner

Presented by: Jessica Echols, Senior Planner

Responsible Department: Planning and Development Services

Agenda Caption:

SECOND CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2373**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2 (ZONING REGULATIONS), CHAPTER 5 (SUBDIVISION REGULATIONS), AND CHAPTER 10 (DEFINITIONS) OF THE LAND DEVELOPMENT CODE TO ALIGN THE REGULATIONS FOR THE LAKE POINTE REDEVELOPMENT (LPR) DISTRICT WITH THE SUBDIVISION REGULATIONS AND TO ENHANCE CLARITY AND CONSISTENCY WITHIN THE CODE.

Recommended Action:

Hold a Second Reading of Ordinance No. 2373.

Executive Summary:

This Second Reading is for a proposed amendment to Chapters 2 (Zoning Regulations), 5 (Subdivision Regulations), and 10 (Definitions) of the Sugar Land Development Code. The purpose of this amendment is to align the regulations for the Lake Pointe Redevelopment (LPR) District in Chapter 2 with the Subdivision Regulations in Chapter 5 and the City's Design Standards by providing clarifications, resolving conflicting provisions, and adding cross-references between the chapters. It also includes minor updates to definitions in Chapter 10 to enhance clarity and consistency.

This Amendment supports the City's All-In Initiative of Fostering Sensitive Redevelopment and is part of staff's continuing effort to modernize and streamline the Development Code.

The attachments for this item include a summary of the proposed changes and drafts of the amended code sections (redline and clean versions).

Staff presented a workshop on the proposed changes to the Development Code at the March 11, 2025 Planning & Zoning Commission meeting. Following the workshop, staff made adjustments based on the Commission's feedback, including clarifying the definitions for dwelling types,

adding a minimum caliper requirement for trees in the Pedestrian Enhancement Zone, and specifying that site plans are required for ‘triplexes,’ ‘fourplexes,’ and ‘sixplexes’ instead of using the term ‘multiplex.’ Staff also provided an update on the proposed amendment to the Economic Development Committee on March 25, 2025.

The Planning & Zoning Commission held a Public Hearing on March 27, 2025, at which no speakers were present. After the close of the public hearing, the Commission asked staff a few clarifying questions. The Commission then voted unanimously to Recommend Approval of the proposed Development Code Amendment to City Council with the condition that a provision for tree preservation credits be added to Section 2-120.

A Public Hearing and First Reading of Ordinance No. 2373 were held during the April 15, 2025, City Council Meeting.

Staff and the Planning & Zoning Commission recommend approval of Ordinance No. 2373.

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. 2373
2. Summary of Changes
3. Chapter 2 - Zoning Regulations (Clean Draft)
4. Chapter 2 - Zoning Regulations (Redline Draft)
5. Chapter 5 - Subdivision Regulations (Clean Draft)
6. Chapter 5 - Subdivision Regulations (Redline Draft)
7. Chapter 10 - Definitions (Clean Draft)
8. Chapter 10 - Definitions (Redline Draft)

ORDINANCE NO. 2373

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2 (ZONING REGULATIONS), CHAPTER 5 (SUBDIVISION REGULATIONS), AND CHAPTER 10 (DEFINITIONS) OF THE LAND DEVELOPMENT CODE TO ALIGN THE REGULATIONS FOR THE LAKE POINTE REDEVELOPMENT (LPR) DISTRICT WITH THE SUBDIVISION REGULATIONS AND TO ENHANCE CLARITY AND CONSISTENCY WITHIN THE CODE.

WHEREAS, the Planning and Zoning Commission has recommended that the City's Land Development Code be amended to align the regulations for the Lake Pointe Redevelopment (LPR) District in Chapter 2 with the Subdivision Regulations in Chapter 5, and to enhance clarity and consistency for the definitions in Chapter 10; and

WHEREAS, the Planning and Zoning Commission and the City Council have each conducted in the time and manner and after notice required by law and applicable ordinances, a public hearing on such changes; and

WHEREAS, the City Council finds that the proposed amendments comply with the City's comprehensive plan and now deem it appropriate to make such changes; **NOW, THEREFORE**;

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

Section 1. That the facts and recitations set forth in the preamble of the ordinance are hereby declared true and correct.

Section 2. That Chapter 2, Article I of the Land Development Code is revised by amending Section 2-6 to read as follows:

Sec. 2-6. - Site Plan Packages.

- A. Site Plan Packages for all nonresidential, townhome, triplex, fourplex, sixplex, and multi-family developments in the City shall be submitted for review and approval prior to the issuance of applicable building or foundation permits. The purpose of submittal of the Site Plan Package is to allow a Development Review Committee (DRC) of City staff to review for land use, traffic, utilities, environmental issues, and the property's relationship to adjoining properties. The review shall include, but is not limited to, plat status, zoning compliance, building lines, landscaping, screening, parking, driveway locations, connections to existing utilities, and drainage. The Site Plan Package shall illustrate that the development complies with this Code and the Design Standards. Where a phased development or redevelopment is proposed, the site plan area shall include the entire platted lot from which the phase is being developed. Requirements for Site Plan Package submittals within the extraterritorial jurisdiction (ETJ) are covered in Chapter 5 (Subdivision Regulations).
- B. Approval of the Site Plan Packages shall expire unless additional permits for the Project are obtained within 1 year from the date of approval of the Site Plan Package. The

Director may, upon written application, grant a 1-year extension of time to make use of the Site Plan Package.

Section 3. That Chapter 2, Article II of the Land Development Code is revised by amending Section 2-119 to read as follows:

Sec. 2-119. Lot Layout and Site Design Regulations

A. Street Layout

1. Pedestrian Realm

- a. As illustrated in **Figure 2-119.A: Pedestrian Realm**, a Pedestrian Realm must be provided along Streets and shall consist of two zones: a Clear Zone (sidewalk) and a Pedestrian Enhancement Zone. The Clear Zone is intended to provide a clear path of travel for pedestrian movement and the Pedestrian Enhancement Zone is intended for the placement of street trees, street furniture and other fixtures in a manner that does not obstruct pedestrian access or motorist visibility.

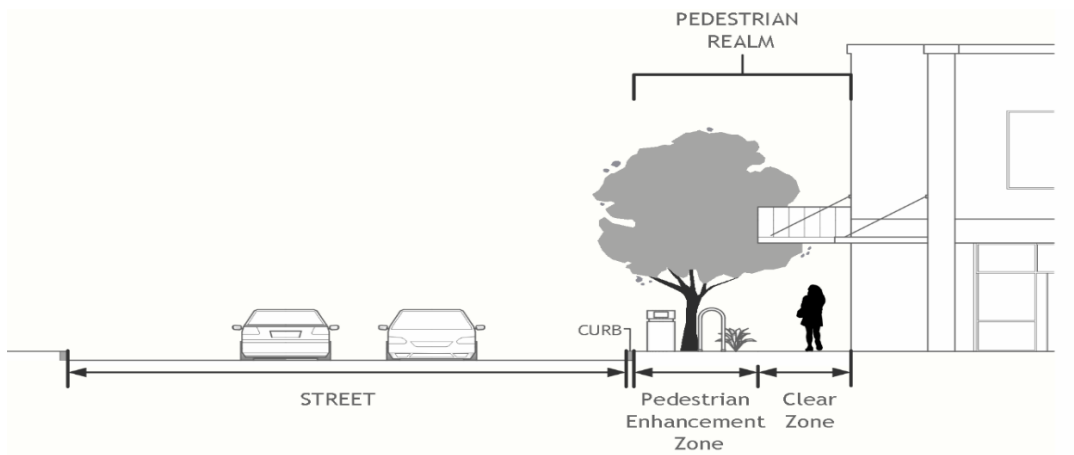


Figure 2- 119.A: Pedestrian Realm

- b. The following standards shall apply to these zones:

Table 2-119.1: Pedestrian Realm Requirements by Roadway Classification		
Roadway Classification (a)	Minimum Clear Zone Width	Minimum Pedestrian Enhancement Zone Width

Type 1 Streets: Major Collector/ Minor Collector	8 feet	8 feet
Type 2 Streets: Local Street/Primary Access Easement	10 feet	8 feet (b)

REFERENCES

- a. As identified and defined in the City of Sugar Land Master Thoroughfare Plan.
- b. Type 2 Streets adjacent to Middle Housing developments shall have a minimum Clear Zone width of 5 feet.

- c. Sections of the Clear Zone may be reduced for temporary or permanent outdoor dining or other pedestrian amenities such as seating for a length of no more than 75 continuous feet, but a 5-foot clear space must be maintained at all times.
- d. Pedestrians within the Clear Zone shall be provided shade through the use of Trees or shade structures, such as Awnings or Canopies.
 - (1) Trees shall meet the requirements set forth in Sec. 2-120 and the City's Design Standards.
 - (2) When on-street parking is located within the Pedestrian Enhancement Zone, shade structures shall be utilized to meet this requirement.
 - (3) If utilities are located within the Clear Zone, the proposed shade structure shall have a minimum vertical clearance of 14 feet.
- e. On-street parking may be permitted within the Pedestrian Enhancement Zone along Type 2 Streets. Additional standards are located in the Design Standards.
- f. Enhancements required within the Public Realm are described in Section 2-120: Pedestrian Realm Enhancements.

B. Connectivity

1. General

- a. All public streets, roads, trails, and rights-of-way shall be consistent with the adopted Mobility Master Plan (Master Thoroughfare Plan).

2. Cross Access

- a. To facilitate vehicular, pedestrian, and bicycle cross access between abutting sites, encourage shared parking, and minimize access points along streets, sites shall comply with the following standards:
 - (1) The internal circulation system shall be designed to allow for cross-access between sites.
 - (2) Required vehicular cross access between the abutting lots shall be provided through the use of a single two-way driveway or drive aisle, or two one-way driveways or aisles that are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
 - (3) The Director may waive or modify the requirement for cross access if the requirement would:
 - i. Create unsafe conditions; or
 - ii. Impede the application of other design requirements in the Development Code.

C. Parking Location, Size, and Pedestrian Connectivity.

1. On-Street Parking Location.

Angled, perpendicular, or parallel parking that is designed to function as on-street parking must meet the following conditions:

- a. The parking must not adversely affect public safety or circulation; and
- b. Each parking space must be located adjacent to and be directly accessible from a Street.
- c. The parking must be constructed and designed in accordance with the City's Design Standards.

2. Parking Lot Location

- a. Parking Lots shall be located to the side or rear of the Primary Façade. See **Figure 2-119.B: Parking Lot Location**.
- b. Parking Lots, loading, and service areas must be designed to minimize impacts on adjacent residences. They shall be located away from shared property lines and screened from neighboring residences.

3. Parking Lot Size

- a. Sites with more than 50 Multi-Family units must be served by Structured Parking and may not have Parking Lots that exceed 15% of the total site area.
- b. For all other sites, Parking Lots shall not exceed 40% of the site's total area.

- c. The Director may approve of a Parking Lot that exceeds the maximum Parking Lot size requirements above if the Parking Lot serves multiple sites.

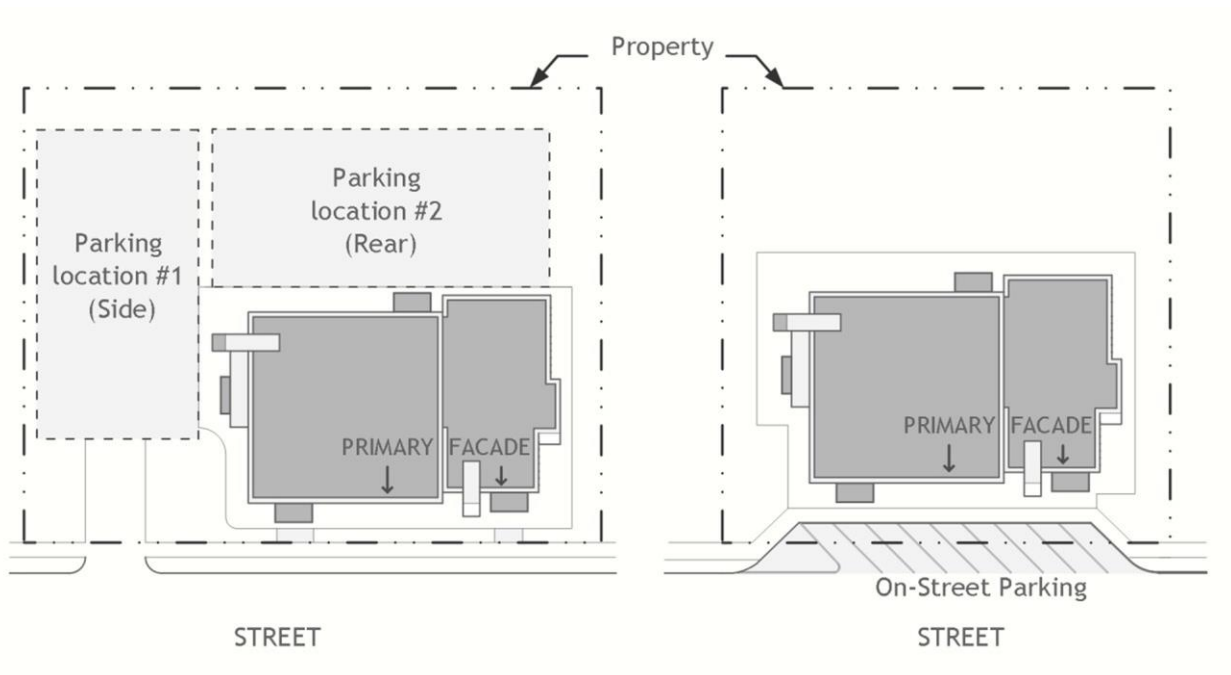


Figure 2-119.B: Parking Lot Location

4. Pedestrian Walkways in Parking Lots

- a. All sites with Parking Lots containing 7 or more parking spaces shall provide an on-site system of pedestrian walkways that provide direct access and connections to and between the following elements.
- (1) The Primary Entrance or Entrances to each building, including pad-site buildings;
 - (2) Any sidewalks, walkways, or multi-use paths on adjacent properties that extend to the boundaries shared with the site;
 - (3) Any Parking Lots intended to serve the site;
 - (4) Any sidewalk system along the perimeter Streets adjacent to the site;
 - (5) Any public transit station areas, transit stops, park and ride facilities, or other transit facilities on-site or along an adjacent Street; and
 - (6) Any adjacent or on-site public park, trail system, open space, greenway, or other public or Civic Space or amenity.

- b. As shown in **Figure 2-119.C: Pedestrian Walkways in Parking Lots**, Pedestrian walkways required above shall:
- (1) Be a minimum of 5 feet wide;
 - (2) Be distinguishable from areas used by vehicles in one or more of the following ways:
 - (i) Varying surfacing material, patterns, and/or paving color, but not including the painting of the paving material;
 - (ii) Varying paving height;
 - (iii) Decorative bollards; or
 - (iv) Raised median walkways with landscaped buffers;

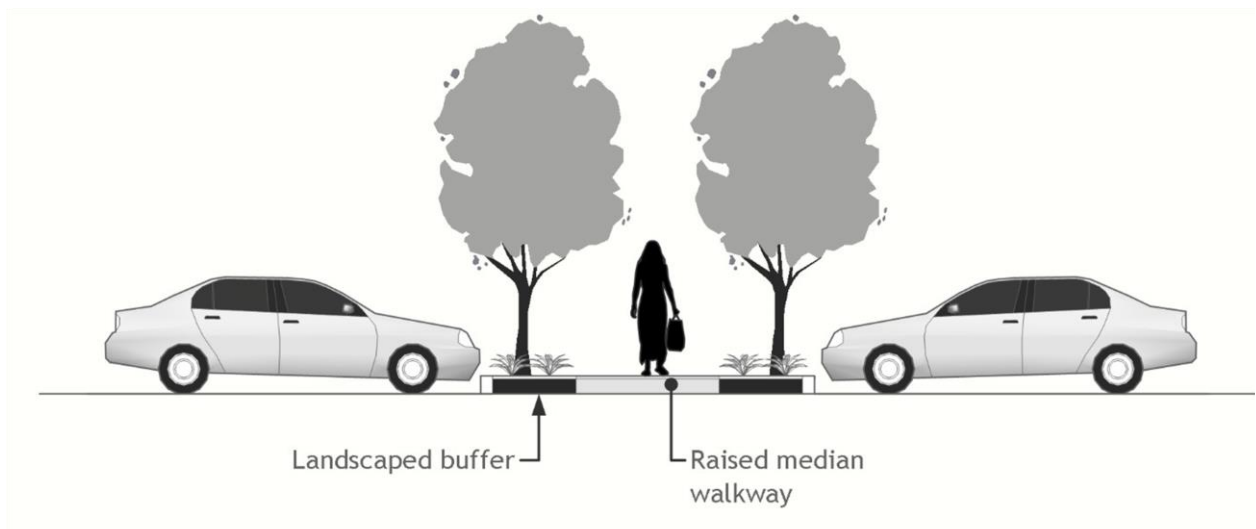


Figure 2-119.C: Pedestrian Walkways in Parking Lots

- (3) Be designed with similar and/or complementary details, colors, and finishes as other interconnected walkways;
- (4) Have adequate lighting for security and safety;
- (5) Be conveniently and centrally located on the subject property;
- (6) Be ADA-accessible; and
- (7) Not include barriers that limit pedestrian access between the subject property and required connections to adjacent properties.

D. Pedestrian Connectivity

Building façades that are longer than 400 feet in length must provide a midblock pedestrian connection through the building, as shown in **Figure 2-119.D: Midblock Pedestrian Connection**.

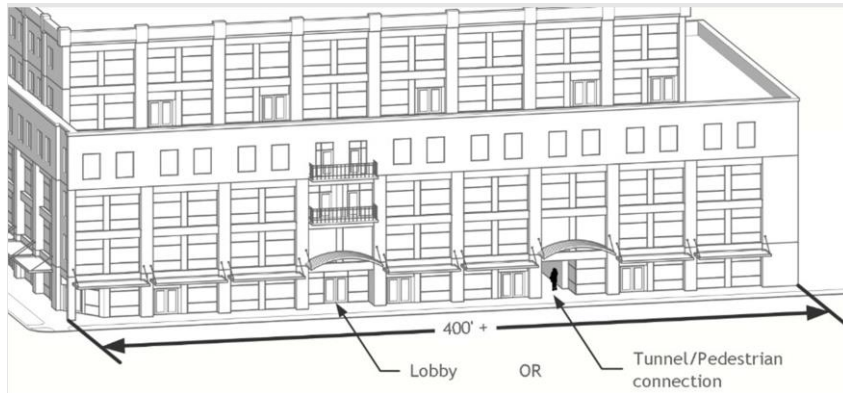


Figure 2-119.D: Midblock Pedestrian Connection

E. Private Garages and Surface Parking for Middle Housing.

1. Garages shall be located behind dwelling units and accessed by alleys or private drives.
2. Garages shall be setback a minimum of 5 feet from an alley or private drive. Any additional setback beyond 5 feet must be at least 18 feet from the edge of the alley/private drive. See **Figure 2-119.E: Rear Loading Garage Setback**.

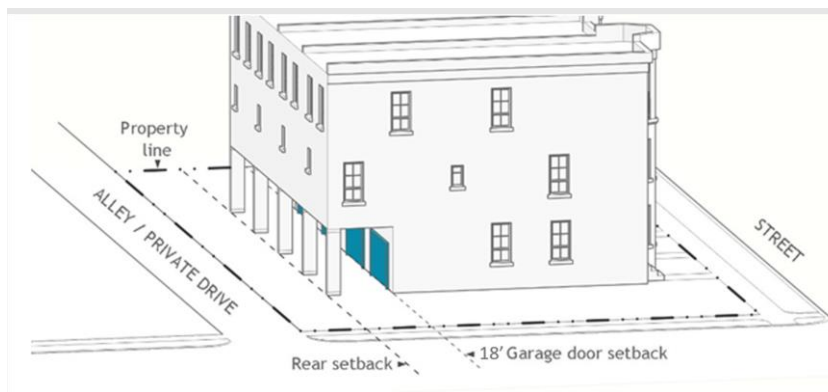


Figure 2-119.E: Rear Loading Garage Setback

3. Parking shall be designed to limit curb cuts and most efficiently park vehicles.
4. Parking may take place on a shared, paved Parking Lot or in shared driveways.

Section 4. That Chapter 2, Article II of the Land Development Code is revised by amending Section 2-120 to read as follows:

Sec 2-120. Pedestrian Realm Enhancements.

The Pedestrian Realm, as required by Section 2-119: Lot Layout and Site Design Regulations, shall include amenities to enhance the pedestrian experience. All pedestrian amenities shall comply with the City's Design Standards.

A. Pedestrian Amenities Required for All Development.

The Pedestrian Enhancement Zone must include the following amenities:

1. Pedestrian-scaled lighting poles or bollards, no more than 15 feet in height, shall be installed at even intervals where possible.
2. One Tree shall be provided for every 40 linear feet of street frontage or portion thereof. Trees must be at least 10 feet in height and have a minimum 4-inch caliper immediately after planting. Tree caliper is measured 6 inches from natural ground level. The Director may credit each preserved Protected Tree in the Lake Pointe Redevelopment District by counting it as two Trees that would otherwise be required to comply with this requirement, if it substantially serves the purpose of this section to enhance the pedestrian experience.
3. The Director may allow or require minor deviations from the requirements of this section in order to compensate for an unusual site condition or to protect a natural feature or public infrastructure.

B. Additional Pedestrian Amenities for Nonresidential, Multi-Family, and Mixed-Use Buildings.

1. Applicability.

This subsection sets forth a range of options for pedestrian enhancements to improve the streetscape and foster a pedestrian-oriented environment. Sites shall provide pedestrian enhancements in the Pedestrian Enhancement Zone. Any combination of options from **Table 2-120.1: Pedestrian Enhancement Options** may be used to achieve a minimum of 8 points required for each site. To satisfy these requirements, amenities must be open and accessible to the public.

a. Middle Housing Exempt.

Lots exclusively occupied by Middle Housing shall not be required to provide additional pedestrian amenities as set forth in **Table 2-120.1: Pedestrian Enhancement Options.**

b. Pedestrian Enhancement Options

Table 2-120.1: Pedestrian Enhancement Options	
Description	Points
Spaces and Areas	
An enhanced landscaped area provided such landscaped area has a minimum depth and width of 10 feet and a minimum total area of the lesser of 650 square feet or two percent of the net site area. Enhanced landscaping includes additional plant quantity and varieties, pedestrian accommodations, raised beds, and landscape walls or similar hardscape elements.	1 point (Maximum 3)
A playground, patio, or plaza with outdoor seating areas, provided the playground, patio, or plaza has a minimum depth and width of ten feet and a minimum total area of 300 square feet.	2 points
Shade provided for the playground, patio, or plaza using Canopies pergolas, shade trees (minimum 6-inch caliper), or other coverings.	2 points
Site Features	
At least one Blank Wall treatment: • Install trellises with climbing vines or plant materials along wall; • Provide a planting bed with plant material that screens at least 50 percent of the wall surface; or • Provide artwork on the surface.	1 point
Creative, ornate or decorative art installations, sculptures, murals, or other intentional artwork	1 point (Maximum 2)
Rain gardens, street-side swales, soil and turf management or other appropriate storm water infiltration system(s) to capture and infiltrate a minimum of 25 percent of site-generated stormwater (subject to Engineering approval)	3 points
Seating every 50 feet adjacent to the building or within the Pedestrian Enhancement Zone, provided such seating includes a variety of seating types and figurations, accommodates solitary and social activities, and provides a safe, comfortable seating surface with smooth, even surfaces and curved edges. The following kinds of seating may be used to meet the requirement: moveable seating, fixed individual seating, fixed benches with and without backs, and seating designed into architectural features (e.g., walls, planter ledges, and seating steps).	1 point
Shade provided for seating areas using Canopies, pergolas, shade trees (minimum 6-inch caliper), or other coverings.	1 point
Trash and recycling receptacles installed every 250 feet along the building frontage and at each building entrance adjacent to a pedestrian walkway	1 point

Section 5. That Chapter 2, Article II of the Land Development Code is revised by amending Section 2-121 to read as follows:

Sec 2-121. Building Design and Additional Development Standards – Multi-Family, Mixed-Use and Nonresidential Development

- A. *Building Arrangement.* Buildings on sites larger than 5 acres shall be organized to create pedestrian-friendly spaces and streetscapes and should be arranged to frame Streets and Civic Spaces (see Figure 2-121.A: Building Arrangement).



Figure 2-121.A: Building Arrangement

- B. *Civic Space.*
1. A minimum of 5% of the Lake Pointe Redevelopment District shall be dedicated to Civic Space. Area within the Pedestrian Realm that is adjacent to a Street shall not count towards required Civic Space.
 2. Civic Space shall be provided along waterfront properties. Where a trail is proposed, the minimum width shall be 10 feet.
 3. In the Lake Pointe Redevelopment District, the park land dedication requirement set forth in Section 5-30 may be satisfied through the provision of Civic Space if:
 - a. The Civic Space contains recreational amenities, as described in Section 5-30.6; and
 - b. The Parks and Recreation Director approves of the proposed recreational amenities.
 4. *Kiosks.* Kiosks, whether temporary or permanent structures, shall be permitted within a Civic Space provided that the structure:
 - a. Is a maximum of 20 feet in height and no larger than 200 square feet;
 - b. Is occupied by a use permitted in the LPR District;
 - c. Complies with all applicable building codes; and
 - d. Does not impede and is not located within any Clear Zone.

C. *Building Orientation and Siting.*

1. Buildings shall be oriented so that the Primary Façade faces the Street or Civic Space.
2. A minimum of 70% of the Primary Façade along the Street shall be located within the Build-to Zone (see Figure 2-121.B: Building Siting).
3. On corner lots, a minimum of 30% of the side street building façade shall be located within the Build-to Zone (see Figure 2-121.B: Building Siting).

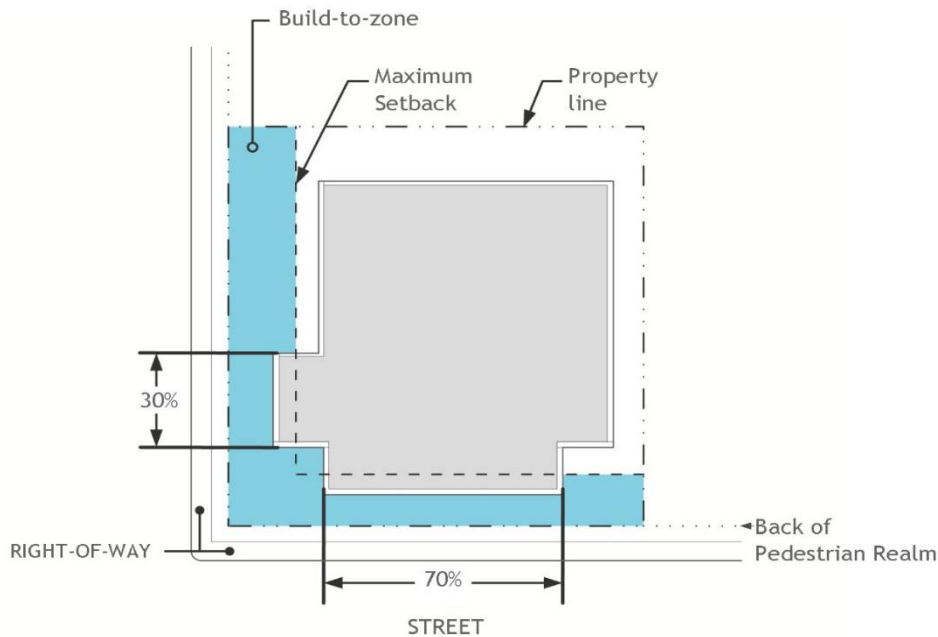


Figure 2-121.B: Building Siting

4. The minimum building siting requirement may be reduced for an outdoor seating and dining area as shown in Figure 2-121.C: Minimum Frontage Requirements - Outdoor Seating and Dining, provided such area is designed and located:
 - a. To avoid interference with any pedestrian access ramp from any abutting street onto the Clear Zone, and to avoid all areas required for maneuvering of wheelchairs and other ambulatory devices at the top of any pedestrian access ramp; and
 - b. To meet the standards for Clear Zone set forth in Section 2-119.A.2.

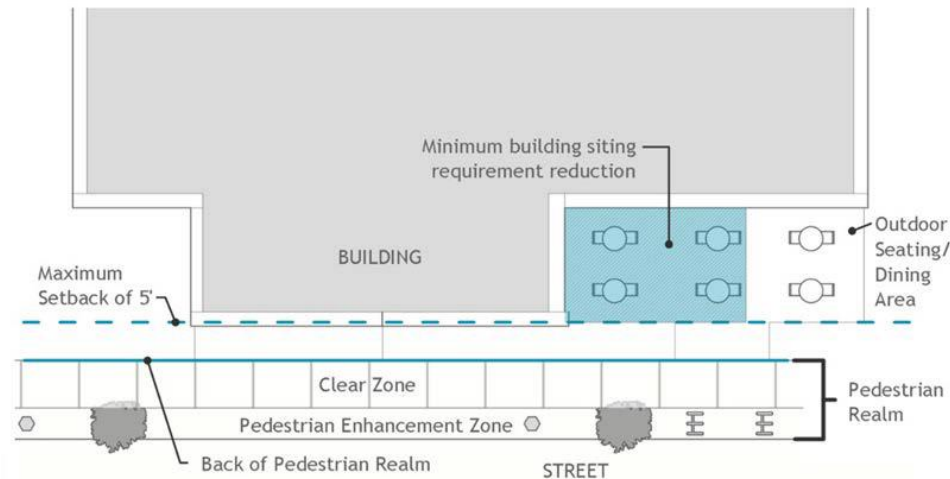


Figure 2-121.C: Minimum Frontage Requirements- Outdoor Seating and Dining

D. Building Entrances.

1. Each ground level building and separate tenant space shall have at least 1 Primary Entrance to the adjacent Street or Civic Space (see Figure 2-121.D: Building Entrances). Shared/common lobbies may count as a Primary Entrance for tenant spaces with entrances internal to the building.
 - a. If a natural geographic feature, such as a waterway or other major landscaping feature, public park, trail, or other open space is on or adjacent to the site, each building shall have a Primary Entrance connecting to the feature.
 - b. A corner entrance may count as a Primary Entrance for any intersecting features (see Figure 2-121.E: Orientation Toward Primary Street Frontage).

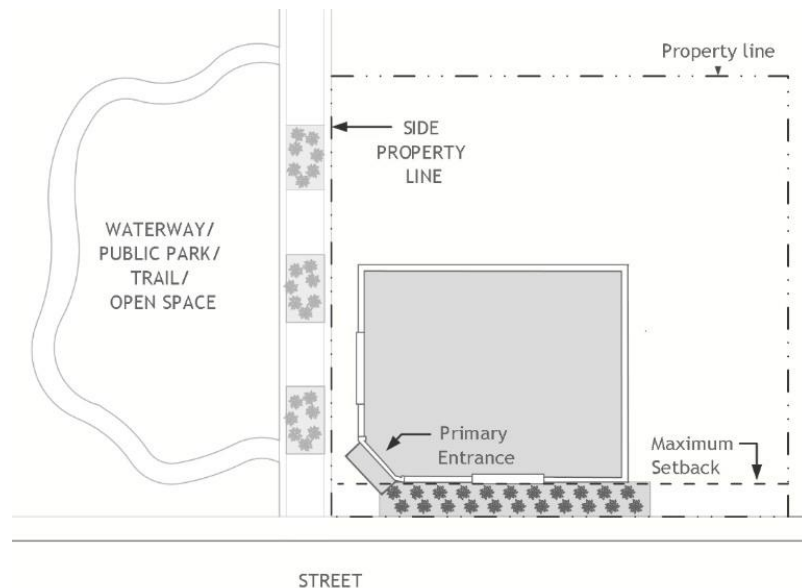


Figure 2-121.D: Orientation Toward Primary Street Frontage

2. Primary Entrances shall be defined and articulated with architectural elements such as pediments, columns, porticos, porches, overhangs, or other similar elements approved by the Director (see Figure 2-121.E: Building Entrances).
3. All ground-floor entrances shall be covered or inset to provide shelter from inclement weather. The inset or cover shall be no less than 20 square feet (see Figure 2-121.E: Building Entrances).

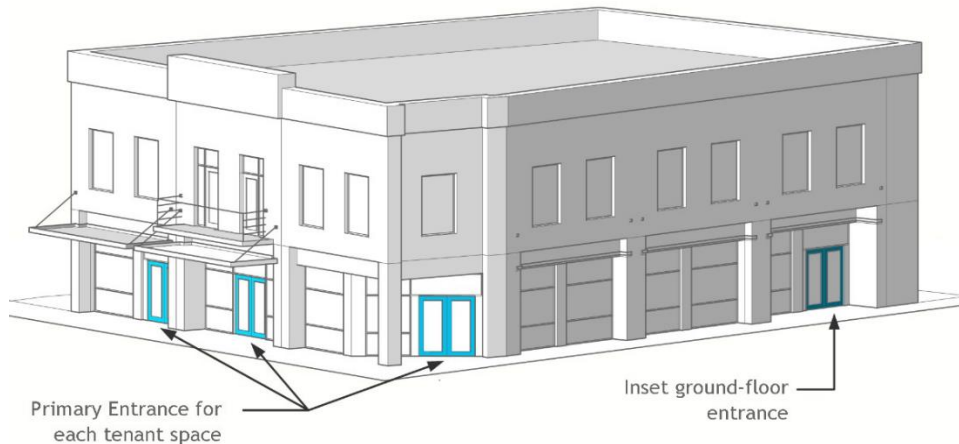


Figure 2-121.E: Building Entrances

E. Ground Level Design.

1. *Ground Level Multi-Family Residential.* All Buildings that have residential unit floor plates within 6 feet of finished grade shall meet the following standards:
 - a. The building shall include an entrance into the unit that is accessible from the Pedestrian Realm. Entrances above grade are considered accessible from the Pedestrian Realm.
 - b. Units shall include ground level windows that provide residents a view of the street and Pedestrian Realm.
 - c. Lobbies that provide access to upper stories may be located at grade level.
 - d. Any fencing used to enclose patios adjacent to the Pedestrian Realm may not exceed 4 feet in height.
 - e. All ground floor residential units along Streets shall maintain a minimum structural ceiling height of 13 feet to provide the opportunity for future conversion to nonresidential uses.
2. *Ground Level Nonresidential.*
 - a. All buildings that have nonresidential uses at ground level adjacent to the Pedestrian Realm shall meet the following requirements.

- (1) Entrances shall be located at the approximate elevation of the adjacent sidewalk.
 - (2) Ground floors shall have a minimum clear height of 13 feet between finished floor and the ceiling or top plate. Mezzanines within the retail space shall be allowed per building code.
- b. The ground level façade must include building elements that provide weather protection at least 6 feet deep along at least 75% of the façade.

F. *Building Form.*

1. *Building Mass.* Buildings shall be designed to reduce apparent mass, ground the building, provide visual relief, and reinforce pedestrian scale. This shall be accomplished by differentiating between the ground level and upper levels through architectural features. Examples of features include but are not limited to: Canopies, balconies, Arcades, varying materials, banding, noticeable change in color or shade, parapet walls, or other horizontal or vertical elements (see Figure 2-121.F: Façade Articulation, Building Form, and Transparency).
2. *360-Degree Architecture.* Those sides of a building that are not visible from the Street shall have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.
3. *Façade Articulation.* All Primary Façades and Street-facing façades shall provide visual relief which breaks or minimize the scale of the building. These façades shall not exceed 50 feet in length without incorporating 2 of the following elements:
 - a. Vertical building modulation of at least 12 inches in depth;
 - b. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bays, and having a change of wall plane that is a minimum of 6 inches in depth; and/or
 - c. A change in building material, siding style, or color.
4. *Transitions to Residential.* Buildings on sites adjacent to residential shall be designed to minimize impacts on Single-Family and Middle Housing Dwellings and maximize the privacy of residents by:
 - a. Locating sources of audible noise (e.g., heating and air conditioning units) as far away from lower intensity uses as practical;
 - b. Placing windows on the building to minimize direct lines of sight into neighboring homes; and
 - c. Orienting porches, balconies, and other outdoor living spaces away from neighboring homes.

G. *Building Transparency.* Façades that are oriented toward Streets or Civic Spaces shall meet the following transparency requirements, as shown in Figure 2-121.F: Façade Articulation, Building Form, and Transparency:

1. *Ground-Floor Transparency.*
 - a. For nonresidential uses, at least 40% of each ground floor façade shall be transparent.

- b. For residential uses, at least 15% of each ground floor façade shall be transparent.
- 2. *Upper-Floor Transparency.* At least 20% of upper floors shall be transparent.



Figure 2-121.F: Façade Articulation, Building Form, and Transparency

- 3. *Transparency Standards.*
 - a. Windows and other materials intended to meet the minimum transparency requirements shall not be reflective or mirror-like in appearance.
 - b. Windows shall be individually defined with detail elements such as frames, sills and lintels or other elements that provide delineation between window panes.
 - c. "Storefront"-type glass walls shall not extend in a continuous unbroken façade longer than 50 feet (see Figure 2-121.G: Building Transparency - Storefront).

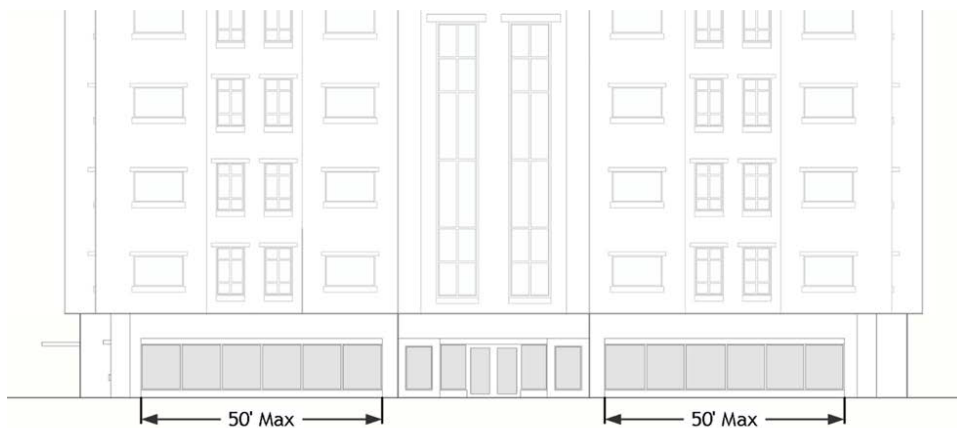


Figure 2-121.G: Building Transparency - Storefront

- H. *Additional Standards for Multi-Family Development.* In addition to the standards above, all Multi-Family development must provide additional amenities. Applicants shall select amenity options from the Development Application Handbook to achieve the minimum number of points required for the development as indicated below in Table 2-121.1: Required Points for

Multi-Family Development by Number of Units. For purposes of meeting the minimum requirements of this Section, amenities include but are not limited to amenities such as a pool; fitness center; community gathering space (indoor or outdoor); business center; bicycle storage; balconies; multiple floor plans; enhanced building finishes; Leadership in Energy and Environmental Design (LEED) certification; and energy efficient appliances.

Table 2-121.1: Required Points for Multi-Family Development by Number of Units	
Number of Dwelling Units	Minimum Points Required
< 50	20 points
50—99	40 points
100—149	60 points
150—249	80 points
250—350	100 points
> 350	For every additional 50 units, an additional 10 points

Section 6. That Chapter 2, Article II of the Land Development Code is revised by amending Section 2-122 to read as follows:

Sec 2-122. Building Design – Middle Housing Development

A. Building Orientation and Entrances

1. Buildings shall be oriented so that the Primary Facade faces and provides pedestrian access to a Street, Civic Space, or Mews. Mews shall be a minimum of 30 feet wide, measured from property line to property line, and include a 5-foot-wide paved walkway that connects and provides pedestrian access from each Dwelling Unit to a Street.
2. The orientation of the Primary Entrance and façade of residential dwellings shall be consistent with the established pattern along the block face.
3. No residential structure shall be sited diagonally or otherwise skewed on the lot.

B. Building Form

1. Building Mass

Exterior walls shall be broken up to prevent the appearance of featureless walls using recessed entryways, bay windows, use of more than one exterior finish material, use of architectural details, or such other technique or combinations of techniques.

2. 360-Degree Architecture

Those sides of a building that are not visible from the street frontage shall

have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.

C. Building Transparency

At least 15 percent of the area of Street-facing façades shall be windows or doors.

Section 7. That Chapter 5, Article I of the Land Development Code is revised by amending Section 5-3 to read as follows:

Sec. 5-3. - Definitions.

- A. For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. Definitions not expressly prescribed herein are to be determined in accordance with customary usage in municipal planning and engineering practices. The words "shall" or "must" are always mandatory, while the word "may" is merely directory.

Access Easement: See Chapter 10 for definition.

Administrative Plat: A type of Final Plat, limited in application, which may be approved by the City Manager or Director under the provisions of Chapter 212 of the Texas Local Government Code. Minor Plats and Amending Plats are types of Administrative Plats.

Amending Plat: A type of Final Plat that controls over the preceding plat without vacation of that plat and is submitted for approval of certain dimensional and notational corrections and lot line adjustments under the provisions of Chapter 212 of the Texas Local Government Code.

Alley: See Chapter 10 for definition.

City: See Chapter 10 for definition.

City Engineer: This term shall apply only to such registered professional engineer or firm of registered professional consulting engineers that has been specifically designated as such by the City Manager.

City Manager: The person holding the position of City Manager as appointed by the City Council according to the City Charter.

Civic Space: See Chapter 10 for definition.

Comprehensive Plan: The Comprehensive Plan of the City and adjoining areas as adopted by the City Council and recommended by the Planning and Zoning Commission, including all its revisions. This plan indicates the general location recommended for various land uses, transportation routes, public and private buildings, streets, parks, water, sewer, and other public and private developments and improvements. The Comprehensive Plan can also be defined as the series of plans such as the Master Thoroughfare Plan, Water Master Plan, Pedestrian and Bicycle Master Plan, and Parks, Recreation, and Open Space Master Plan, among others.

Condominium: Joint ownership and control, as distinguished from sole ownership and control, of specified horizontal layers of air space; each condominium unit is individually owned,

while the common elements of the condominium building, structure, or development are jointly owned. Condominiums may be commercial, industrial, recreational, or residential.

Cul-de-sac: A circular Right-of-Way in which a vehicle can turn 180 degrees around a center point or area. A cul-de-sac is a street having but 1 outlet and terminated on the opposite end by a vehicular turnaround (see Figure 5-3.A). The following are variations of cul-de-sac:

Court: A cul-de-sac with a depth of less than 150 feet.

Crescent: A type of cul-de-sac street in the shape of a half-circle with no more than 200 feet of width.

Elbow: A corner intersection of 2 streets marked with a cul-de-sac for vehicular turnarounds.

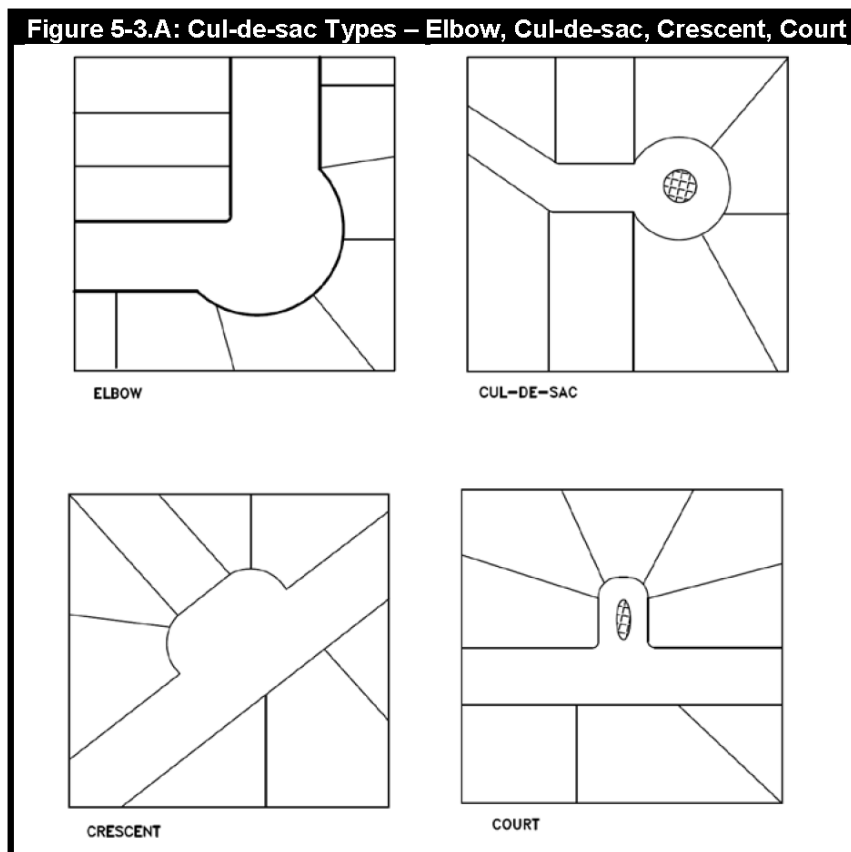


Figure 5-3.A

Dead-End Street: A street, other than a cul-de-sac with only 1 outlet.

Design Standards: The currently adopted document which provides the general requirements for the design of public improvements, private improvements that connect to or affect the public infrastructure and the supporting documents for approval in the City and its extraterritorial jurisdiction. Specific design criteria are included in the document. The Design Standards are incorporated into the Development Code as Chapter 6.

Development: A planning or construction project involving substantial property involvement and usually including the subdivision of land and change in land use character.

Development Review Committee: A committee of City staff members from various departments, such as Planning, Engineering, Building Permits and Inspections, Fire, and Public Works, tasked with reviewing and processing development applications.

Director: The person designated or assigned by the City Manager to administer the Subdivision Regulations or any other provisions of this Code. Director includes any person authorized to perform the duties of the Director.

Duplex: See Chapter 10 for definition.

Easement: Authorization by a property owner designating part of his or her property for the use by another for a specified purpose.

Engineer: A person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering and who is specifically qualified to design and prepare infrastructure construction plans, specifications and documents for subdivision development.

Final Plat: A map or drawing of a proposed subdivision prepared to meet all of the requirements for approval by the City. Distances shall be accurate to the nearest hundredth of a foot. The Final Plat of any lot, tract, or parcel of land shall be recorded in the records of Fort Bend County, Texas. A Short Form Final Plat is also Final Plat.

General Land Plan: A general or conceptual plan for an area proposed for partial or complete subdivision. The General Land Plan shall show the proposed locations of land uses, streets, phasing of development, important physical features, and other applicable information for the entire area to be developed.

Land Planner: Persons other than surveyors or engineers who also possess and can demonstrate a valid proficiency in the planning of residential, commercial, industrial, and other related developments, such proficiency often having been acquired by education in the field of landscape architecture or other specialized planning curriculum and/or by actual experience and practice in the field of land planning, and may be a member of the American Institute of Certified Planners.

Master Thoroughfare Plan: A plan adopted by the City Council which identifies the general routing and classification of proposed streets and thoroughfares. The plan may also establish the function and capacity of the various thoroughfares as they relate to the land uses they are proposed to serve.

Mews: See Chapter 10 for definition.

Middle Housing: See Chapter 10 for definition.

Minor Plat: A type of Final Plat that involves 4 or fewer lots or reserves fronting on an existing street that does not require the creation of any new street or the extension of municipal facilities. A Minor Plat is an Administrative Plat.

Off-Street Facility: Pedestrian and/or bicycle facilities located outside the paved area used by vehicles and includes Sidewalks, Sidepaths, and Shared Use Paths (trails).

On-Street Facility: Bicycle facilities located on the street, such as bicycle lanes, buffered bicycle lanes, shared lane markings, and cycle tracks.

Patio Home or Zero Lot Line Home: A single-family detached dwelling unit with a 0 building line on 1 side.

Pavement Width: The portion of a street available for vehicular traffic from back of curb to back of curb.

Person: Any individual, association, firm, corporation, governmental agency, or political subdivision.

Planned Unit Development (PUD): Land in the extraterritorial jurisdiction, under unified control, to be planned and developed as a whole in a single development operation or definitively programmed series of development operations or phases. PUDs promote the development of a tract of land in a unified manner and may allow for certain alternative standards from the established development standards for lot sizes, lot width, building lines, as established in this chapter.

Planning and Zoning Commission: Same as Commission. The Commission is appointed by the City Council under the provisions of the City Charter to approve subdivision plats and make recommendations on other planning issues as per City Charter.

Plat certificate: A certificate letter issued upon approval and recordation of the subdivision certifying that the subdivision has met all the requirements for a plat.

Point of Connection: A driveway connecting to a Public Street or Private Street that provides access into a development site. At a minimum, a Point of Connection must provide 1 ingress and 1 egress. For example, 1 Point of Connection can be a two-way driveway or 2 opposite-direction one-way driveways.

Preliminary Plat: A map or drawing of a proposed subdivision illustrating the general features of the development for review and approval by the Commission, but not suitable for recordation in the county records. The Preliminary Plat is designed to allow the subdivider to obtain approval of the general lot and street layout of a development prior to investment in detailed information contained in a Final Plat and related engineering public infrastructure construction plans.

Private Infrastructure: Infrastructure designated as private on a recorded plat, and may include streets, sidewalks, streetlights, and any other street related appurtenances.

Private Streets, Residential and Nonresidential: A privately owned and maintained street that is designated as such and is a separate reserve on a plat.

Property Owners Association: An incorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the subdivision, planned unit development, condominium or townhouse regime, or similar planned development.

Public Improvements: Any improvement, facility, or service together with its associated public site or Right-of-Way necessary to provide transportation, drainage, water, sewer, or similar public services.

Public Utility: Any entity, other than the City, that provides utility services to the public, such as water, sewer, electric, or gas.

Radial Lot: A lot fronting onto a curvilinear street such as an elbow, cul-de-sac, crescent or court (see Figure 5-3.A.).

Record Plat: A plat of any lot, tract, reserve, or parcel of land that is recorded with the Fort Bend County clerk following final approval by the City.

Replat: The resubdivision of all or any part of a subdivision or any block or lot of a previously platted subdivision.

Reserve: A reserve is the same as a Lot and subject to the same platting requirements. Nonresidential lots are typically known as reserves within this Chapter.

Short Form Final Plat: A type of Final Plat that involves no more than 4 lots, tracts or reserves; located within an existing public street circulation system; meeting the existing zoning requirements if located within the City; does not propose to vacate public street Rights-of-Ways or easements; and meets other requirements as set forth in Sec. 5-12 of this Chapter. A Short Form Final Plat combines the requirements of a Preliminary Plat and a Final Plat into one process.

Sidewalk: A pedestrian facility adjacent to a roadway. The City's Design Standards identifies requirements for Sidewalks.

Sidepath: A shared pedestrian and bicycle facility adjacent to a roadway. The City's Design Standards identify requirements for Sidepaths.

Shared Use Path (Trail): A shared pedestrian and bicycle facility not adjacent to a roadway. The City's Design Standards identify requirements for Shared Use Paths.

Site Plan: A plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations. Site Plans include lot lines, streets, building sites, reserved open space, easements, driveways, and other features in accordance with graphic requirements identified in the Development Application Handbook.

Street: See Chapter 10 for definition.

Street Width (Rights-of-Way): The shortest distance between the lines which delineate the Rights-of-Way of a street.

Subdivider: Any person or any agent thereof dividing or proposing to divide land so as to constitute a subdivision as that term is defined herein. The term "subdivider" shall be restricted to include the owner, equitable owner, or authorized agent and is synonymous with developer.

Subdivision (also addition): A division of a lot, tract, or parcel into 2 or more Lots, tracts, or parcels or other divisions of land for sale or development; however, when such lot, tract, etc., is divided for sale or development and the remaining Lot is more than 5 acres, the remainder does not have to be platted. Subdivision shall include the dedication of public streets, access easements, utility easements and fire lanes. The resubdivision or replatting of lots in a previous subdivision is a subdivision.

Surveyor: A registered professional land surveyor, as authorized by state law, to practice the profession of surveying.

Townhome: A residential unit that shares at least 1 common or party wall with another unit. Each unit and the land upon which it stands is individually owned, subject to a party wall agreement with the adjacent owner.

Tract: A tract is the same as a Lot and shall be subject to the same platting requirements.

Zoning ordinance: The ordinance which sets forth land use regulations and standards within the corporate limits of the City.

B. General definitions may be found in Chapter 10.

Section 8. That Chapter 5, Article III of the Land Development Code is revised by amending Section 5-19 to read as follows:

Sec. 5-19. - Streets.

A. *General Provisions.*

1. The arrangement, character, extent, width, grade, and location of all streets shall conform to the Master Thoroughfare Plan and the current Design Standards, and shall be considered in their relation to existing and planned streets or driveways, to topographical conditions, to public safety and in their appropriate relation to the proposed uses of the land to be served by such streets.
2. All streets shall be paved in accordance with the current Design Standards.
3. All lots, tracts, and reserves shall have frontage on an approved Public Street, Private Street, Primary Access Easement, or as otherwise provided in this Section.
 - a. Single-family Lots shall have frontage on an approved Public Street or Private Street.
 - b. Nonresidential, townhome, and multifamily Lots, tracts, and reserves shall have frontage on an approved Public Street, Private Street, or Primary Access Easement provided that nonresidential subdivisions:
 - 1) Thirty-two acres or less may utilize a combination of Public Street, Private Street, and Primary Access Easements for access within and around the subdivision, subject to the provisions of this Section.
 - 2) More than 32 acres, in order to provide adequate vehicular circulation:
 - a) Shall provide a Public Street or Private Street through the development connecting to a Public Street in 2 locations as far apart as possible, and
 - b) Do not qualify for use of Primary Access Easements as the sole means of access through the subdivision.
 - 3) For the purposes of calculating the total acreage of a subdivision, all contiguous property under the same ownership must be included, and a property cannot be subdivided or its acreage calculated in separate pieces to avoid the requirements of this subsection.
 - c. In the LPR district, Middle Housing lots shall have frontage on an approved Public Street, Mews, or Civic Space and vehicular access shall be provided via an Alley.

4. No existing public street in a subdivision shall be converted to a private street.
5. No private street in a developed subdivision shall be accepted as a public street.
6. Maintenance access to a landscape, drainage or open space reserve may be provided through an adjoining reserve by access easement or use designation on the reserve.
7. General transportation requirements. The provisions of this Section 5-19 (Streets) are subject to the applicable provisions of Chapter 1, Article II (Street System Improvements) of the Development Code.

B. *Residential Private Streets.*

1. *Approval of Residential Private Streets.* Residential Private Street may be approved:
 - a. Within the City through a Planned Development (PD) District as authorized by Chapter 2, Article II of this Code, and
 - b. Within the extraterritorial jurisdiction (ETJ) through a Development Agreement approved by City Council as authorized by Chapter 5, Article III of this Code.
 - c. Once approved through a PD or a Development Agreement, the Final Plat must include plat notes reflecting the requirements for Private Streets established in this Section.
2. *Requirements for Residential Private Streets.* Residential Private Streets must:
 - a. Comply with the City's Design Standards for public streets.
 - b. Be designated on the plat and the plat shall contain specific notes stating that the City is not responsible for the maintenance of private streets, sidewalks, or streetlights contained within the private subdivision section, and that the applicable property owner association shall be responsible for maintenance of the private infrastructure within the subdivision.
 - c. Not be an Arterial or Collector Street on the Master Thoroughfare Plan, not adversely affect existing traffic circulation on adjacent public streets, and not have a negative impact on planning for the area.
 - d. Have a maximum travel distance of 2,000 feet from a connecting Public Street, unless a specific approval is applied for and granted following a technical review by the City Engineer.
 - e. Provide access to police, fire, emergency vehicles, utility operations and maintenance, and other municipal personnel as needed, and such access be so noted on the plat.
 - f. If gated, have access control devices located in accordance with the Design Standards, and meet other regulations adopted by the City, including redundancy requirements. The developer shall provide to the City all equipment necessary to operate the access control devices, as determined by the City and at no cost to the City. Access control devices must comply with specifications required by the City Fire Marshal.
 - g. Include a readily visible sign giving notice that the street is private.

3. *Developer Obligations for Residential Private Streets.* The developer shall record subdivision covenants approved by the City prior to the sale of any lot in the subdivision. Covenants shall require at a minimum that:
 - a. Property owners shall pay monthly or annual assessments into a maintenance and capital replacement fund restricted for use for maintenance and repair cost for the Residential Private Streets in the subdivision.
 - 1) The monthly or annual assessments shall be initially established in an amount that will, at the end of the first 5 years of the assessments, not be less than 3% of the initial cost, adjusted for inflation, of constructing the private infrastructure in the subdivision.
 - 2) Thereafter, the monthly or annual assessment shall be established in an amount that will, at the end of 35 years, not be less than the reconstruction cost of the private infrastructure, adjusted for inflation.
 - 3) The property owners association shall utilize this maintenance and capital replacement fund to maintain the private infrastructure in the subdivision.
 - b. Property owners shall pay monthly or annual assessments to perpetually maintain the markings or postings required for fire lanes and the required signs giving notice of the private street and to provide access control mechanisms for emergency vehicles.
 - c. Homeowners release the City from any damage to the Residential Private Streets and sidewalks that may be caused by maintenance, repair or replacement of public utilities.
4. *Residential Private Streets Accounting Report.* The Property Owners' Association responsible for maintaining Residential Private Streets established after July 21, 2015, shall:
 - a. Submit to the City an affidavit setting forth an annual financial report, using a standard City format, indicating the funds set aside in the required private street maintenance and capital replacement fund.
 - b. 10 years after first certification of compliance of a private street within a development, provide to the City every 5 years a reserve fund study for private infrastructure, using a standard City format. The reserve fund study must be signed and sealed by a registered engineer. The study shall include, but not be limited to, the following:
 - 1) Location of infrastructure,
 - 2) Age of infrastructure,
 - 3) Expected life of infrastructure,
 - 4) Cost to replace infrastructure,
 - 5) Funds in maintenance and capital replacement fund account:
 - a) Maintenance and capital replacement fund must comply with required funding of this Section.

- 6) Determination of whether funds will be sufficient to maintain and replace private infrastructure, and
- 7) Determination whether assessments need to be increased to retain sufficient fund for maintenance and replacement of private infrastructure.

C. *Nonresidential Private Streets.*

1. Nonresidential Private Streets may be utilized when a subdivider constructs a street serving nonresidential reserves that will serve the functions of a typical public street but be privately owned and maintained. Access is provided to individual lots or reserves by a private platted street shown as a Reserve on the plat. Nonresidential Private Streets may be approved:
 - a. Within the City through a Planned Development (PD) District as authorized by Chapter 2, Article II of this Code, and
 - b. Within the extraterritorial jurisdiction (ETJ) through a Development Agreement approved by City Council as authorized by Chapter 5, Article III of this Code.
 - c. Once approved through a PD or a Development Agreement, the Final Plat must include plat notes reflecting the requirements for Private Streets established in this Section.
2. Nonresidential Private Streets must:
 - a. Comply with all City codes and standards for public streets.
 - b. Be designated on the plat and the plat shall contain specific notes stating that the City is not responsible for the maintenance of private infrastructure contained within the private subdivision section, and that the applicable property owner association shall be responsible for maintenance of the private infrastructure within the subdivision.
3. The Developer shall record subdivision covenants approved by the City prior to the sale of any lot or reserve in the subdivision. Covenants shall require at a minimum that:
 - a. Property owners shall pay monthly or annual assessments into a maintenance and capital replacement fund restricted for use for maintenance and repair cost for the Nonresidential Private Streets in the subdivision.
 - 1) The monthly or annual assessments shall be initially established in an amount that will, at the end of the first 5 years of the assessments, not be less than 3% of the initial cost, adjusted for inflation, of constructing the private infrastructure in the subdivision.
 - 2) Thereafter, the monthly or annual assessment shall be established in an amount that will, at the end of 35 years, not be less than the reconstruction cost of the private infrastructure, adjusted for inflation.
 - 3) The property owners association shall utilize this maintenance and capital replacement fund to maintain the private infrastructure in the subdivision.
 - b. Property owners shall pay monthly or annual assessments to perpetually maintain the markings or postings required for fire lanes and the required signs giving notice

of the private street and to provide access control mechanisms for emergency vehicles.

4. *Primary Access Easements.* A Primary Access Easement is a privately maintained main access route that serves 1 or more lots or reserves, but does not typically serve the full function of a public or private street (see Figures 5-19.A and 5-19.B). Primary Access Easements may be required when shared driveway access is necessary to meet driveway spacing requirements along a Public Street or Private Street.
 - a. For lots, tracts, or reserves, with frontage on a public or private street, a connection to a Primary Access Easement is not required if the development has the acreage (X) and minimum points of connection (Y) as identified in the following chart:

Maximum Acreage (X)	Minimum Points of Connection to a Public Street or Private Street (Y)
5.0 or less	1
5.01 - 14.0	2
14.01 - 23.0	3
23.01 - 32.0	4

- b. For the purposes of calculating the total acreage of a development:
 - 1) All contiguous property under the same ownership must be included, and a property cannot be subdivided or its acreage calculated in separate pieces to avoid the requirements of this subsection.
 - 2) When 2 properties share a driveway, the total acreage and Points of Connection may be calculated together to determine if a Primary Access Easement is required.

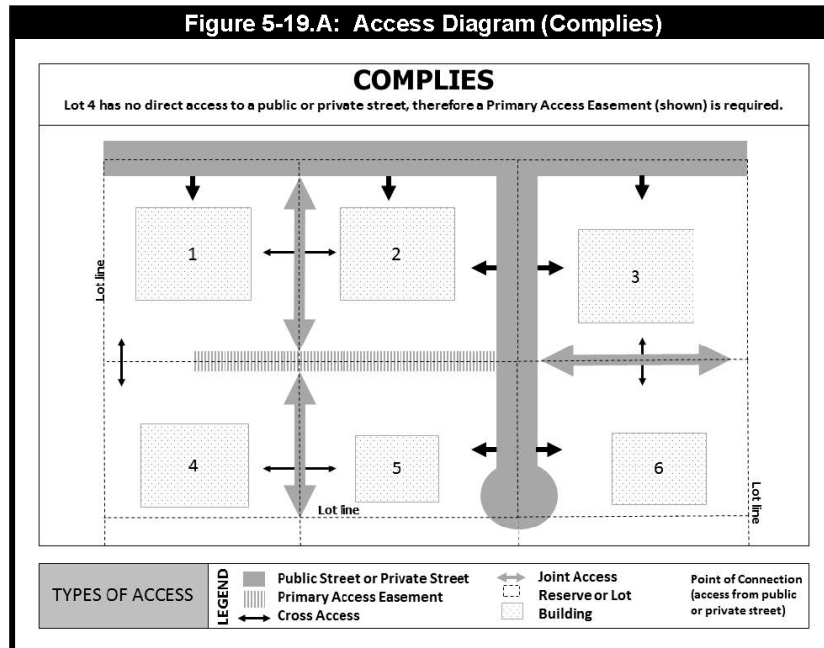


Figure 5-19.A

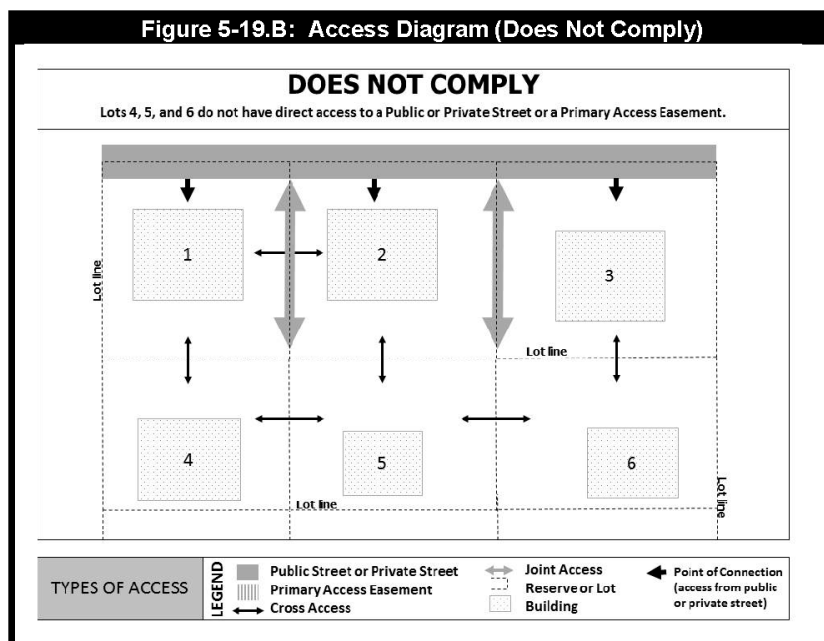


Figure 5-19.B

- c. Primary Access Easements in the City and the ETJ shall comply with the following requirements: (see Figure 5-19.C and Figure 5-19.D)
- 1) Minimum number of traffic lanes: 2 lanes
 - 2) Minimum lane width: 11 feet

- 3) Easement width: 23 feet
- 4) Minimum vertical clearance: 15.5 feet
- 5) Minimum lateral clearance: 6 feet
- 6) On-street parking is prohibited
- 7) Sidewalks.
 - a) Sidewalks shall be a minimum of 5 feet wide.
 - b) A 3 foot clear area shall be located between the curb and the sidewalk.
 - c) If the Primary Access easement serves a single lot, tract, or reserve, a sidewalk is only required on one side of the Primary Access Easement. If the Primary Access Easement serves 2 or more lots, tracts, or reserves, sidewalks are required on both sides of the Primary Access Easement.
 - d) *If the street to which a Primary Access Easement connects is not required to have pedestrian and bicycle facilities, the Primary Access Easement is not required to have sidewalks. However, if a Primary Access Easement connects to multiple streets, and one of the streets is required to have pedestrian and bicycle facilities, the Primary Access Easement must have sidewalks.*

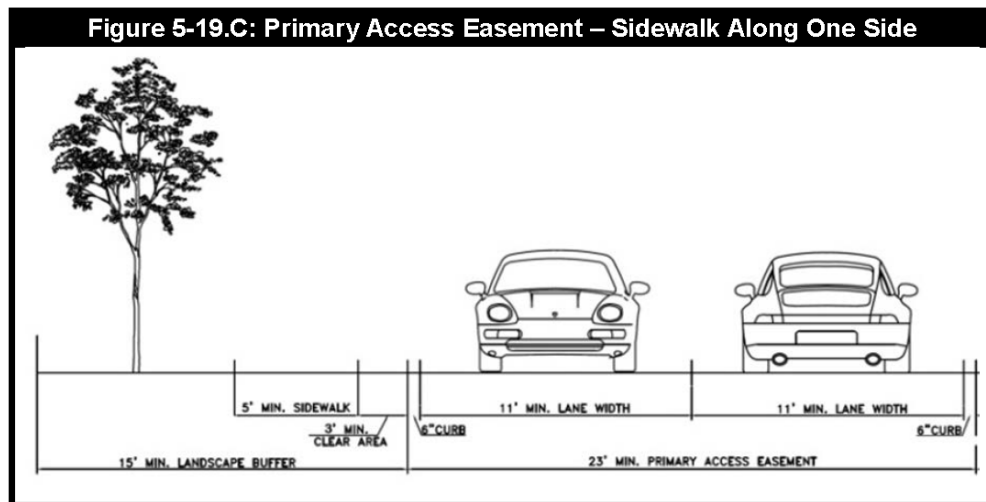


Figure 5-19.C

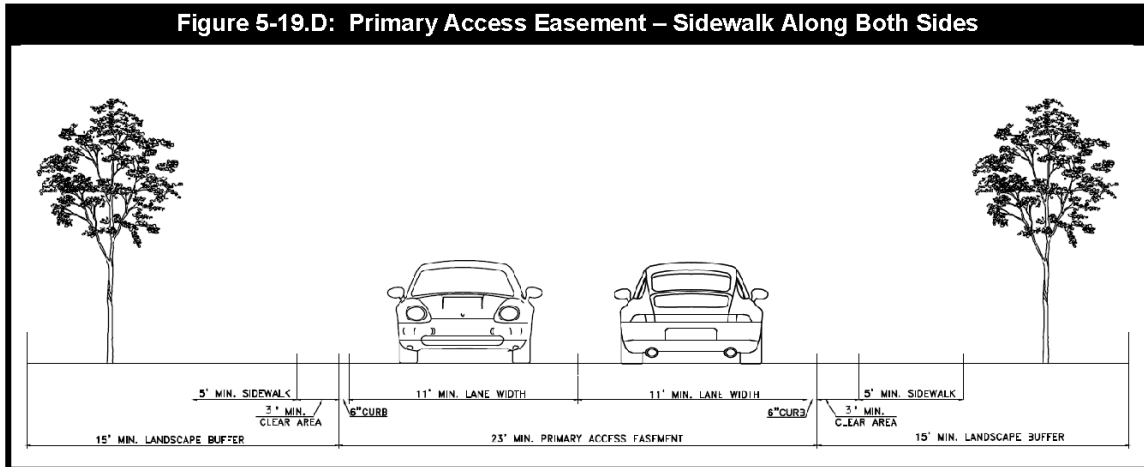


Figure 5-19.D

- 8) *Paving.* Primary Access Easements shall follow paving standards specified in the Design Standards for public streets. Primary Access Easements may use enhanced or alternative paving materials as approved by the City Engineer.
- 9) *Easements.* Where a Primary Access Easement is located on a common property line between 2 reserves, the Easement shall be evenly divided between both reserves.
- 10) *Vehicle intrusion.* Sidewalks adjacent to Primary Access Easements must be protected from vehicle intrusion by curbs or similar Structures. Where head-in parking is provided adjacent to a sidewalk, a 3-foot clear area shall be provided between the sidewalk and head-in parking see (Figure 5-19.E).

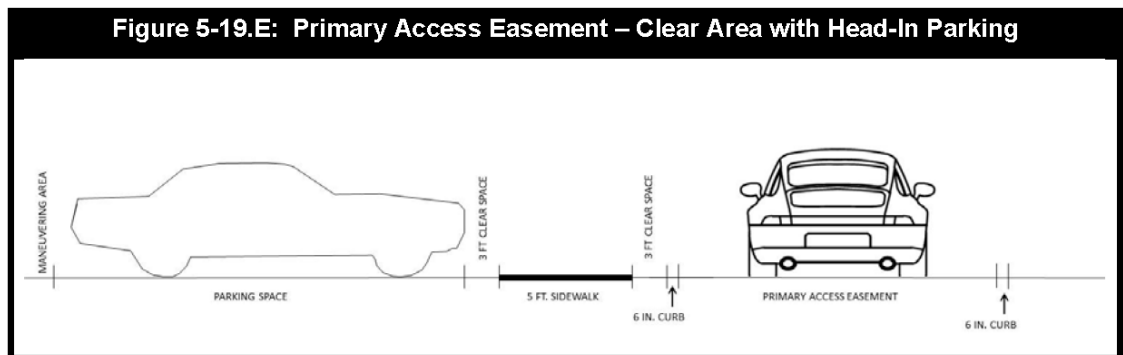


Figure 5-19.E

- 11) *Pedestrian Public Access Easement.* A public access easement allowing for pedestrian public access shall be provided on the plat or recorded by separate instrument.
- 12) *Maintenance Agreement.* A recorded maintenance agreement indicating specific maintenance provisions between the property owners shall be submitted

to the City prior to the approval of a Site Plan Package containing a Primary Access Easement.

- 13) *Flag Lots.* Flag lots may not be used to circumvent the requirement for a Primary Access Easement (see Figure 5-19.F).

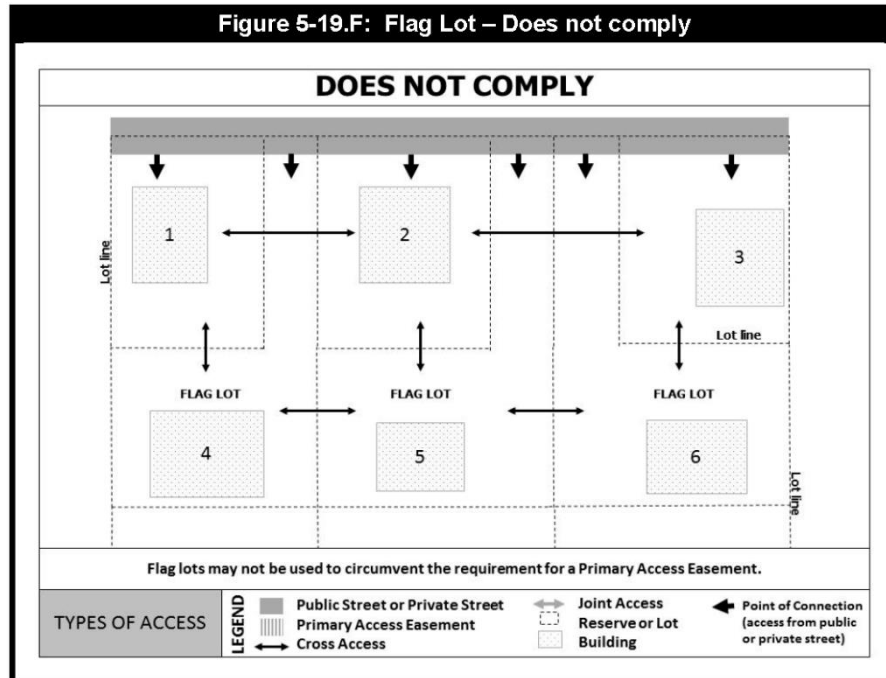


Figure 5-19.F

- 14) Primary Access Easement shall serve as a public access easement for all City and County services including police, fire, emergency vehicles, and utility operations and maintenance personnel and shall be so noted on the plat.
 - 15) Alternative standards for Primary Access Easements may be approved by the City Engineer as per Sec. 5-54.
- d. In addition to the aforementioned requirements, Primary Access Easements in the City shall comply with the following:
 - 1) *Lighting.* Lighting must comply with the street lighting standards established in the Design Standards.
 - 2) *Landscaping and Street Trees.* Trees shall be planted within the landscape area adjacent to the sidewalk and may not be located in the clear area between the curb and sidewalk. See Article XV: Landscaping and Screening Regulations for additional requirements.
- D. [Reserved.]
- E. *Additional Regulations.*
1. The minimum requirements for design and construction of streets are detailed in the Design Standards.

2. *Streets Not in Master Thoroughfare Plan.* When a street is not on the Master Thoroughfare Plan, the arrangement of streets in a subdivision shall:
 - a. Provide for the continuation or appropriate protection of existing streets in surrounding areas; or conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuance or conformity to existing streets impracticable.
 - b. Provide for future access to adjacent vacant areas which will likely develop in the future.
 - c. Resolve alignment with existing Right-of-Way and driveway openings.
3. *Minor Residential Streets.* Minor residential streets shall be so designed that their use by through traffic will be discouraged.
4. *Street Widths.* Street Right-of-Way widths shall be as shown on the Master Thoroughfare Plan.
5. *Half Streets.* Half streets shall be prohibited, except when essential to the reasonable development of the subdivision in conforming with the other requirements of these regulations and the Master Thoroughfare Plan, and where the City Council finds it will be practical to require the dedication of the other ½ when the adjoining property is subdivided. Whenever a partial street previously has been platted along a common property line, the other portion of the street shall be platted.
6. *Dead-End or Stub Streets.* Dead-end or stub streets are temporary in nature and are not allowed except to provide for access to adjacent land areas and in no case shall be more than 250 feet in length or equal to 1 lot depth, whichever is greater. A temporary turnaround shall be provided and indicated on the plat.
7. *Street Access Buffers.* To prevent access from abutting undeveloped property, the City may approve a plat with an undedicated strip of land parallel to the plat boundary where any portion of a proposed street abuts undeveloped acreage. The plat shall specifically provide that the undedicated strip of land will automatically terminate and be dedicated for and may be used for street Right-of-Way when construction of a connecting street is undertaken by a governmental entity or otherwise approved for connection in accordance with City regulations. Except as required by the City in this Article as "street access buffers," strips of land controlling access to or egress from other property, or to or from any street or alley, or having the effect of restricting or damaging the adjoining property for subdivision purposes, or which will not be taxable or accessible for special improvements, shall not be permitted in any subdivision.
8. *New Streets.* New streets which are an extension of existing streets shall bear the names of existing streets and shall be dedicated with appropriate transitions and widths.
9. *Street Names.* New street names shall not be named to duplicate or cause confusion with existing street names. New street names shall be approved by the Commission when the Final Plat is approved. Courts shall have street names. Crescents and elbows shall not have separate street names. Streets that have no houses fronting on them shall also have a street name.

10. *Street Lighting.* Street lighting shall conform to the latest edition of the Illuminating Engineering Society Handbook and City's Design Standards. Prior to the recordation of the Final Plat, the developer shall pay to the City current cost of acquiring and installing the street lights along public streets and the cost of operating and maintaining the street lights for 3 years, as determined by the City.

F. *Alleys.*

1. *Nonresidential Alleys.* Alleys shall be allowed in commercial and industrial districts, except that the City may require that definite and assured provision is made for service access, such as off-street loading, unloading and parking consistent with and adequate for the use proposed.
2. *Residential Alleys.* Unless required by a property's zoning designation, alleys shall not be required but may be allowed to connect to a subdivision with existing alleys for the purpose of providing continuity on providing parallel secondary access.
3. *Dead-End Alleys.* Permanent dead end and "hammerhead" alleys are prohibited. All alleys shall have adequate turnouts and street entrances such that vehicular traffic flow is continuous and efficient. Where a temporary dead end alley situation is unavoidable (such as due to project phasing), a temporary, paved cul-de-sac or turnout onto a street, either of which will require a temporary alley easement, shall be shown on the plat. If a permanent dead-end alley is unavoidable due to unique, site-specific constraints, an adequate turnaround facility shall be provided as determined by the City Engineer.
4. Alleys may not exceed a maximum length 1,400 feet unless otherwise approved by a Specific Approval by the City Engineer. The maximum length for alleys that serve lots that front on Mews or Civic Space is 500 feet.
5. Alleys shall be constructed to meet the requirements of the Design Standards.

Section 9. That Chapter 5, Article III of the Land Development Code is revised by amending Section 5-20 to read as follows:

Sec. 5-20. - Blocks.

- A. The length, width, and shapes of blocks shall be determined with due regard to:
 1. Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 2. Zoning requirements as to lot sizes, setbacks, and dimensions, if applicable.
 3. Needs for convenient access, circulation, control, and safety of street traffic.
- B. Length and widths shall be in conformance with the Design Standards. In general, intersecting streets, determining the blocks, lengths and widths, shall be provided at such intervals as to serve cross-traffic adequately and to meet existing streets or customary subdivision practices.
 1. Minimum block length 500 feet; however, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied having

due regard for connecting streets, circulation of traffic and public safety. The minimum block length in the LPR District shall be 200 feet.

2. Maximum block length 1,200 feet, except where no existing subdivision controls, the block length may increase to 1,400 feet. The maximum block length in the LPR District shall be 600 feet.
3. When possible, the block width or depth shall allow 2 tiers of lots back-to-back except when prevented by the size of the property or the need to back on an Arterial street identified. When adjacent to an Arterial street, the subdivider may not double front lots.

C. Blocks shall be numbered consecutively within the overall plat.

Section 10. That Chapter 5, Article IV of the Land Development Code is revised by amending Section 5-30 to read as follows:

Sec. 5-30. - Park Land Dedication.

The dedication of public park land or private recreational facilities shall comply with the following park land dedication requirements and the Parks, Recreation, and Open Space Master Plan of the Comprehensive Plan:

1. In view of the fact that land when subdivided increases in value to the owner and that residential subdividing increases the burden on the City's park and recreation facilities, the City shall require residential subdividers to offset some of this additional burden by dedicating suitable sites for park and recreation purposes or to make a cash deposit to the City in lieu thereof.
2. The method of assuring that adequate and suitable areas for park and recreation sites are set aside shall be guided by the Comprehensive Plan and shall be governed by the following standards and regulations:
 - a. The subdivider or developer shall dedicate a site or sites for park and recreation purposes at the time that the plat is recorded at a location(s) recommended by the developer and approved by the City, at a ratio of 1 acre of park for every 350 persons in the subdivision or development. This ratio is the City standard number of acres of park to be available in ratio to the increment of population added and to be served by the completely developed subdivision or development complex. Such added population being computed at the rate 3.5 persons per single-family residence or 2.4 persons per multifamily living unit. The City Council shall have final approval of any public parkland site(s) selected. The following definitions and conditions shall apply if there is a site dedication for park purposes:
 - 1) The area of the park or recreation site to be dedicated shall be appropriate in area, shape and terrain for the uses intended for it in the Parks, Recreation, and Open Space Master Plan. Where streets, ditches or easements infringe on or are part of the area to be dedicated, the City Council must determine whether to agree to the acceptance of those areas. Any infringements that make the area unsuitable for parks and recreation uses shall not be considered as part of the required park dedication acreage.

- 2) When a subdivision or complex is to be developed in stages or units and the required park site is to be provided in future stages or units, a binding agreement concerning the size, improvements and tentative location of the park site(s) must be delivered with the Final Plat of the first stage or unit.
 - 3) The foregoing subsections shall not apply in the case of a replat of a plat, subdivision or addition that has previously met facility requirements, or the resubdividing or existing single lots, unless the replatting results in an increase in facility requirements.
 - 4) Each park and recreation site shall, upon completion of all construction of surrounding facilities, have ready access to a public street.
 - 5) The first priority in meeting parks and recreation facilities needs shall be the commitment of neighborhood park sites. Each neighborhood will be defined in the Parks, Recreation, and Open Space Master Plan, should be approximately 1 square mile and serve approximately 2,000 single-family housing units. Neighborhood parks should be public and of about 10 acres in size, centrally located, and easily accessible by foot from all parts of the neighborhood. Coordination of school and park sites is encouraged; therefore, the public park areas shall be reduced to 5 acres in size if properly coordinated with adjacent school recreation facilities.
 - 6) Up to 50% of the park and recreation facility requirements may be met by private park and recreation facilities as long as these facilities meet requirements of Section 5-34 of this Chapter.
 - 7) Park and recreation facilities in the City shall be dedicated to the City upon City Council approval unless approved as a private park site under terms of subparagraph 6. above. Park and recreation facilities in the City's corporate jurisdiction shall be dedicated to the City. If the City does not wish to accept the dedication of public park land in its corporate jurisdiction, it shall be dedicated to the county, municipal utility district, or a homeowners' association, as defined by Section 5-34 herein.
 - 8) At the time of dedication of a site for park purposes, the subdivider or developer shall furnish the City, at subdivider's or developer's expense, an owner's title insurance policy on standard printed owner's form covering the park and recreation sites in the amount of the value of the property subject only to exceptions acceptable to the City which will not materially affect its value for park and recreation purposes.
3. The City Council may elect to accept money as an alternative to the dedication of part, or all, of the park land under any of the following conditions:
 - a. Where there is no public park required by the Comprehensive Plan;
 - b. If the developer does not wish to establish private parks; or
 - c. Where the subdivision is too small to dedicate park sites sufficiently large enough to be economically operated.

4. For a subdivider or developer to pay a fee in lieu of land, the subdivider must submit a written request to the Director. The City Council will take into consideration recommendations from the Development Review Committee and Parks and Recreation Director as to whether to require a land dedication or accept a fee in lieu of land. If the request to pay the fee is approved, payment shall be made by submitting a cashier's check to the Director after the time of Final Plat approval but prior to the time the plat is filed with the County Clerk's office, or prior to the issuance of a building permit.
5. Money in lieu of Park Land fees are identified in Chapter 2 of the Code of Ordinances.
6. Improvements. The developer may improve the park area by the addition of playgrounds, swimming pools, tennis courts or similar recreational amenities. If the area has fulfilled the commitment for neighborhood park space, the City shall allow a 100% credit for the original cost of the improvements to public parks as money in lieu of land and shall allow a 50% credit for the original cost of the improvements to private parks as money in lieu of land.
7. In the Lake Pointe Redevelopment District, the park land dedication requirement set forth in this section may be satisfied through the provision of Civic Space if:
 - a. The Civic Space contains recreational amenities, as described in Sec. 5-30.6; and
 - b. The Parks and Recreation Director approves of the proposed recreational amenities.

Section 11. That Chapter 10 of the Land Development Code is revised by amending Section 10-3 to read as follows:

Sec. 10-3. - Definitions.

A

Access Easement means an easement designated on the Final Plat or by separate instrument that provides access to platted Lots. Access easements may include Cross Access, Joint Access, or Primary Access Easements.

1. *Cross Access* means access between reserves or lots within a development for the purpose of providing connections from 1 lot or reserve to another without re-entering Public Streets, Nonresidential Private Streets or Primary Access Easements.
2. *Joint Access* means a shared driveway or drive aisle providing access from a Public Street, Nonresidential Private Street, or Primary Access Easement into or through a parking lot.
3. *Primary Access Easements* means privately owned and maintained route that provides access from a Public or Private Street to 1 or more lots or reserves. Primary Access Easements serve as the primary access route to lots or reserves without direct access to a Public or Private Street.

Accessory Building or Structure means a building or structure that serves a use customarily incidental to and located on the same lot occupied by the principal building. Common accessory buildings or structures include Private Garages and carports, farm structures, tool houses, greenhouses, home workshops, children's playhouses, storage houses, and garden shelters.

Accessory Use means a use of a building or land which serves an incidental function to the principal use of a building, structure, or land.

Advertising means to convey information to, seek the attraction of or to direct the attention of the public to any location, event, person, activity, goods, services or merchandise.

Alley means a minor street not intended to provide the primary means of access to abutting lots, that is used primarily for vehicular service access to the back or sides of lots.

Alternative Tower Structure means man-made structures such as clock towers, bell towers, church steeples, water towers, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas and towers.

Amateur Radio Station means the apparatus used by an "amateur operator" to operate a licensed "amateur radio service", as those terms are defined by federal law or regulations.

Ancillary Use means certain retail uses, as specified in the land use matrix, that are permitted uses in an office building under the conditions specified in these zoning regulations.

Antenna means any exterior apparatus designed for telephonic, radio, or television communications through the sending or receiving of electromagnetic waves.

Arbor (see Pergola)

Arcade means a covered passageway, typically found at street level, often comprised of a series of arches supported by columns.

Arterial Street means an arterial street as defined by the City's adopted Master Thoroughfare Plan or plans for streets.

Awning means a cover that projects from a wall of a building over a window or entrance to provide weather protection and architectural spatial definition. The top surface of an awning is typically sloped. An awning may be fixed in place or retractable. An awning is completely supported by the building.

B

Bicycle Parking Space means a single space provided for locking a single bicycle to a Bicycle Rack.

Bicycle Rack means a device consistent with industry standards that is capable of supporting a bicycle in a stable position where it may be locked securely.

Blank Wall means a wall which has few or no windows or doors, and has no decoration or visual interest.

Block Length means the total length of continuous street or primary access easement uninterrupted by intersecting streets or primary access easements.

Board means the City's Zoning Board of Adjustment.

Breezeway means a porch or roofed passageway open on the sides, for connecting 2 buildings, as a house and a garage.

Build-to Zone means the area between the minimum and maximum setbacks.

Building means any structure built for the support, shelter, and enclosure of persons, animals, chattel, or movable property of any kind.

Building Line means a line parallel or approximately parallel to the front, side, or rear lot line that marks the minimum distance from the front, side, or rear lot line that buildings on the lot must be located, as determined by the required front, rear, and side yards for the lot or as specified on the plat for the lot. On lots or alleys with access from an Access Easement, the building line is measured from the nearest edge of curb rather than from the property line (see Figure 10-3.A).

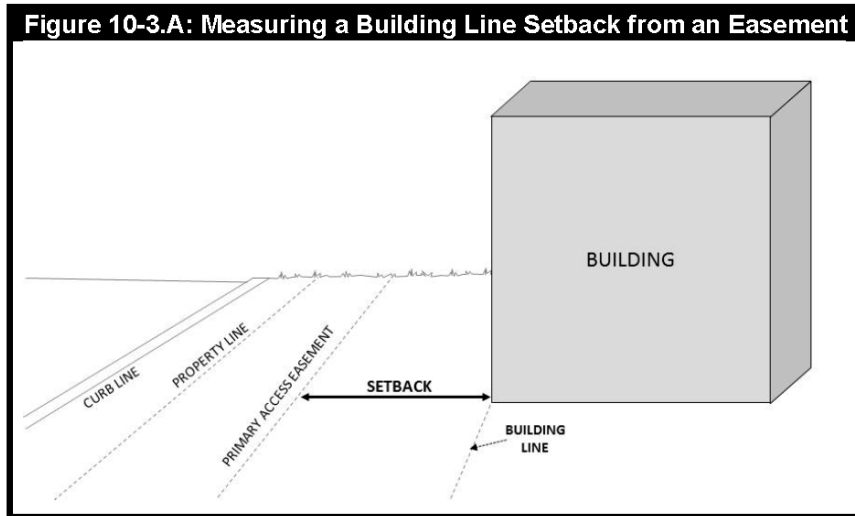


Figure 10-3.A

Bulk Plane means an imaginary inclined plane rising over the developable portion of the lot at a specified ratio for that district beyond which no portion of a building may extend. The method for establishing a Bulk Plane is as follows (see Figure 10-3.B):

1. Start at building line of the property;
2. Locate a point 24 feet above the ground at the building line;
3. From that point, draw a line that rises over the lot at a specified ratio from the building line as specified in the required "Bulk Plane ratio" for that district.
4. The line extending from the vertical line establishes the bulk plane over the lot, as illustrated.

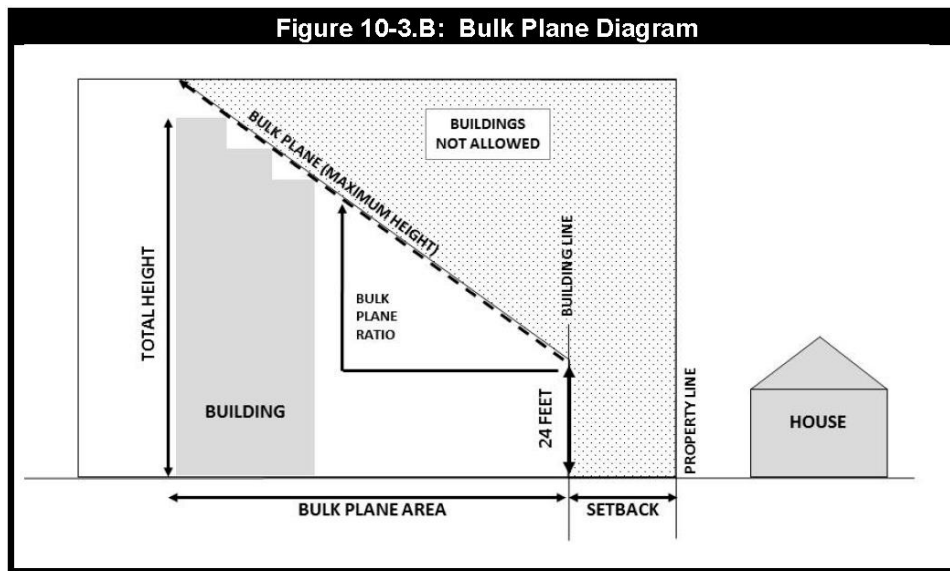


Figure 10-3.B

C

Canopy means a permanent, flat-roof shelter covering a sidewalk, driveway, or other similar area, that may be wholly supported by a building or may be wholly or partially supported by columns, poles, or braces extended from the ground.

Carport means a structure open on a minimum of 3 sides designed or used to shelter vehicles.

Certificate of Occupancy means a document issued by the City allowing for occupancy or use of a building, and certifying that the structure or use has been constructed or will be used in compliance with all applicable ordinances and codes of the City of Sugar Land.

City means the City of Sugar Land, Texas.

City Council or *Council* means the City Council of the City.

Civic Space means an enhanced pedestrian space available to the public. May include parks, squares, plazas, playgrounds, trails adjacent to natural geographic features, boardwalks, or other open spaces for public use which may be privately or publicly owned and operated.

Clear Zone means a component of the Pedestrian Realm intended to provide a clear path of travel for pedestrian movement, also known as a sidewalk.

Collector Street means a collector street as defined by the City's adopted Master Thoroughfare Plan.

Commission means the Planning and Zoning Commission of the City.

D

Design Standards means the currently adopted document which provides the general requirements for the design of public improvements, private improvements that connect to or

affect the public infrastructure and the supporting documents for approval in the City and its extraterritorial jurisdiction. Specific design criteria are included in the document. The Design Standards are incorporated into the Development Code as Chapter 6.

Detached means a building that does not have a wall in common or in contact with another building.

Development Review Committee means a committee of City staff members from various departments, such as Planning, Engineering, Building Permits and Inspections, and Public Works, tasked with reviewing and processing development applications.

Director means the person designated or assigned by the City Manager to administer the zoning regulations or any other provisions of this Code. Director includes any person authorized to perform the duties of the Director.

Dwelling means a building designed exclusively for residential use, other than motels or hotels.

Dwelling, Live/Work See Live/Work Dwelling

Dwelling, Multi-Family See Multi-Family Dwelling

Dwelling, Multiplex See Multiplex Dwelling

Dwelling, Single-Family Attached (Townhome) See Single-Family Attached Dwelling (Townhome)

Dwelling, Single-Family Detached See Single-Family Detached Dwelling

Dwelling, Sixplex See Sixplex Dwelling

Dwelling, Triplex or Fourplex See Triplex or Fourplex Dwelling

Dwelling, Two-Family (Duplex) See Two-Family Dwelling (Duplex)

Dwelling Unit means a building or portion of a building designed to provide independent living facilities for not more than 1 family and that contains bathroom facilities and not more than 1 kitchen.

Dwelling, Urban Home See Urban Home Dwelling

E

Effective Area means the largest imaginary rectangle that encloses all extremities of a sign, calculated from an orthographic projection of the sign viewed horizontally as the viewpoint is rotated horizontally around the sign. Measuring the Effective Areas of signs is described in Chapter 4: Sign Regulations.

F

FAA means the Federal Aviation Administration.

FAA Form 7460 means a form provided by the Federal Aviation Administration as a requirement for applicants proposing construction or alteration to buildings near aviation facilities.

F.A.R. means the floor to area ratio of a Premises zoned R-1E, R-1R, R-1, HR-1, or R-1Z, and is calculated by dividing the sum of the total square feet of the climate controlled areas of a Dwelling plus the total square feet of all Accessory Buildings located on the same lot as the Dwelling by the lot's total square feet. This definition does not apply to any Premises:

1. Platted as PUD prior to the date the lot was annexed into the City; or
2. Zoned as Planned Development District (PD).

FAR Part 77 means a section of the Federal Regulations that establishes:

1. Requirements to provide notice to the FAA of certain proposed construction or alteration of existing structures,
2. Standards used to determine obstructions to air navigation and communication facilities,
3. The process for aeronautical studies of obstructions to air navigation to determine the effect on the safe and efficient use of navigable airspace, and
4. The process to petition the FAA for discretionary review of determinations.

FCC means the Federal Communications Commission.

Family means:

1. One or more persons who are related by blood, marriage, adoption or guardianship, including foster children, exchange students, and servants, together with not more than 2 additional persons not related by blood, marriage, or adoption to the previously identified individuals or group, living together as a single housekeeping unit; or
2. The persons living together in a Dwelling Unit that meet the definition, qualifications, and restrictions of a "community home", as set forth in chapter 123 of the Texas Human Resources Code, as amended.

Fence means a freestanding structure typically constructed of wood, brick, stone, concrete or other similar building materials and erected to enclose or visually screen a premises.

Filed or Filing Date means the date when an application, along with any required information, plans, documents and fees have been received by and acknowledged in writing by the City as being complete for purposes of processing the application. Filed may also refer to the date on which a document is recorded with the county clerk or received by TCEQ or another government entity.

Floor Area means the total square feet of floor space within the exterior walls of a building, including each floor level, but excluding carports, porches, residential Private Garages, and breezeways.

Freeway means a freeway as defined by the City's adopted Master Thoroughfare Plan.

G

Garage, Parking refers to a building designed and used for the storage of motor vehicles either operated as a business enterprise or in conjunction with a business that may or may not have a service charge or fee being paid to the owner or operator for parking or storage of privately owned vehicles.

Garage, Private refers to a building for private use of the owner or occupant of a principal building (situated on the same lot as the principal building) for the storage of motor vehicles.

Governmental Entity means the United States, the State of Texas, Fort Bend County, the City or an independent school district, or agency thereof.

H

Height means:

1. In measuring the height of a building, the vertical distance from the average ground level abutting a building to the highest point of the coping of a flat roof, the deck line of a mansard roof, or the average height of the highest gable of a pitched or hipped roof. (See Figure 10-3.C)
2. In measuring the height of a structure, other than a building, the vertical distance from the average ground level abutting the structure to the highest point of the structure.

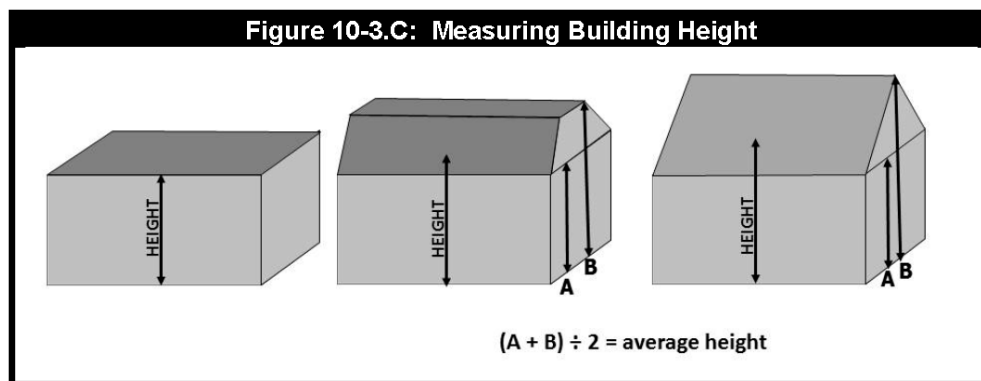


Figure 10-3.C

Highway means a highway as defined by the City's adopted Master Thoroughfare Plan.

Home Occupation means a business activity carried on in a dwelling in compliance with the provisions of the zoning regulations.

Housekeeping Unit means persons living together in 1 Dwelling Unit as a single entity, sharing and having access to the kitchen and all common living facilities in the Dwelling Unit.

HUD-Code Manufactured Home means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in 1 or more sections; in the traveling mode, at least 8 body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; includes the plumbing, heating, air conditioning, and electrical systems of the home; and is not a recreational vehicle as defined by 24 C.F.R. Section 3282.8(g).

I

Indigenous Plants are native to the locale or grow naturally, may have existed in the area for many years, and require minimal effort to grow and maintain. Indigenous plants are often drought-resistant or tolerant of low-water conditions.

K

Kitchen means any single room that contains a cooking oven (other than a microwave oven) or gas or electric burners for cooking food, and 2 or more of the following items:

1. A microwave oven.
2. An electrical supply of more than 110 volts.
3. A sink with a drain 1 in diameter or larger.
4. A garbage disposal.
5. A dishwasher.
6. A refrigerator or freezer.

L

Lake Pointe Regional Activity Center means the area delineated and defined by the Comprehensive Plan.

Landscaped, Landscaped Area, means that portion of a lot covered by grass, groundcover, shrubs, trees, and other vegetation which is installed and maintained as part of the design and use of the premises. The Landscape Area may serve as a buffer and include driveways, sidewalks or similar improvements required for access to the property.

Live/Work Dwelling means a building that contains 1 or more Dwelling Units that maintain integrated living and working space in different areas of the unit, either horizontally or vertically stacked.



Live/Work Dwelling

Living Space means the interior space within a building designed for occupancy by 1 or more persons for living and/or sleeping.

Loading Space means an off-street space or berth used for the loading or unloading of vehicles.

Lot means a platted parcel of land having frontage upon a public street or dedicated access to a public street, the plat of which lot is recorded in the appropriate property records of Fort Bend County.

Lot Area means the total area of the lot contained within the lot lines.

Lot, Corner means a lot abutting upon 2 or more streets at their intersection.

Lot Coverage means the percentage of the lot area occupied by all enclosed areas of buildings on that lot, including primary and accessory structures, as determined at ground level.

Lot Depth means the average horizontal distance between the front and rear lot lines.

Lot Width means the horizontal distance between the side lot lines of a lot measured at the front building line.

Lot Line means the boundary dividing 1 lot from another lot or a lot from a street or place.

Lot Line, Front means the lot line that separates the front yard of the lot from the street.

Lot Line, Rear means the platted lot line farthest from and most parallel to the front lot line.

Lot Line, Side means any lot line which is not the front, rear, or street side lot line.

Lot Line, Street Side means the lot line separating the street side yard from the abutting street.

M

Maintenance Easement means an area of a parcel of land free of structures reserved to allow access for repair and maintenance of infrastructure or an adjacent structure.

Manufactured Home or "manufactured housing" means a HUD-code manufactured home or a mobile home.

Manufactured Home Park means an area approved for occupancy of Manufactured homes and accessory structures related thereto.

Master Thoroughfare Plan means a plan adopted by the City Council which identifies the general routing and classification of proposed streets and thoroughfares. The plan may also establish the function and capacity of the various thoroughfares as they relate to the land uses they are proposed to serve.

Maneuvering Area means the area within a parking lot, other than the area included in the parking spaces, used for maneuvering cars in and out of parking spaces.

Merchandise means the commodities or goods that are bought and sold in business.

Mezzanine means the intermediate level or levels between the floor and ceiling of any story.

Mews means a designated public green space with frontage on a public street that provides paved pedestrian access from adjoining lots to the street. Mews shall be owned and maintained by a homeowner's association or other perpetual entity and may include utilities.

Middle Housing refers to the following residential use types as defined in the Development Code: Urban Home Dwelling, Single-Family Attached Dwelling (Townhome), Two-Family Dwelling, Triplex or Fourplex Dwelling, Sixplex Dwelling, and Live/Work Dwelling.

Mixed-Use means a combination of both residential and nonresidential uses in close proximity or in the same development area. Occurs in the context of a walkable, pedestrian-friendly environment.

Mobile Home means a structure constructed before June 15, 1976; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in 1 or more sections; in the traveling mode, at least 8 body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and includes the plumbing, heating, air conditioning, and electrical systems of the home.

Multi-Family Dwelling means 7 or more Dwelling Units within a building on 1 platted lot.

Multiplex Dwelling means any of the following residential use types as defined in the Development Code: Triplex Dwelling, Fourplex Dwelling, or Sixplex Dwelling.

N

Natural Ground means the proposed grade of the site in accordance with an approved site plan or the existing grade of the land adjacent to the Right-of-Way.

Non-accessory Building or Structure means a building or structure in the Mixed Use Conservation (MUC) District that is:

1. Located at the rear of the lot; and
2. Occupied by the operator of the commercial business located in the Principal Building.

Nonconformity, Legal or Legal Nonconforming Use or Legal Nonconforming Building means a building, structure, condition, or use of land that does not comply with these zoning regulations but:

1. Did comply with regulations at the time the building or structure was constructed or when the condition or use was established and has since been in regular and continued existence or use; or
2. Lawfully existed immediately before it was annexed into the City and has since been in regular and continued existence or use.

Nonresidential District means a B-O, B-1, B-2, M-1, M-2, or BR district.

Nonresidential Use means a use of a premises for other than for single, two-family, or multi-family dwellings.

O

Open Space means an area without buildings.

Outdoor Kitchen means a secondary cooking area located outside a home that is typically equipped with a counter, grill, refrigerator, and/or sink.

P

Park means an area developed for active play and recreation that may include, but is not limited to, open space, sports courts, play equipment, trails, restrooms, and maintenance structures. The area may be owned by a public entity and used to provide recreational activities to the general public; or the area may be owned by a private, nonprofit, or homeowner's association and used to provide recreational activities to the members of the association.

Parking Lot means an off-street portion of a lot designed and used for the temporary parking or storage of motor vehicles, but not including the driveways and Private Garages serving single-family or two-family dwellings.

Parking Space means an area on a lot or site or within a building, other than on a public street or alley, used or intended for use for parking a motor vehicle.

Parking, Structured means a structure designed to accommodate vehicular parking spaces that are fully or partially enclosed or located on the deck surface of a building. This definition includes Parking Garages, deck parking, and underground or under-building Parking Lots.

Patio Cover means a structure with a solid roof that is unenclosed and not climate controlled.

Pedestrian Enhancement Zone means a component of the Pedestrian Realm intended for the placement of street trees, street furniture, and other fixtures in a manner that does not obstruct pedestrian access or motorist visibility. This includes, but is not limited to seating, streetlights, waste receptacles, fire hydrants, traffic signs, bus shelters, transit stops, bicycle racks, public utility equipment such as electrical transformers and water meters, and similar elements.

Pedestrian Realm means the space behind the curb of the street that provides physical space for pedestrian activity, buffering from the vehicular and bicycle traffic along the street, and space for shade and other elements that affect pedestrian comfort.

Pergola or Arbor means a permanent structure consisting of vertical posts with connected crossbeams at the top providing an open framework. Pergolas may extend from a building or be freestanding, and are typically constructed of wood, metal or similar material and are typically covered with trained climbing plants to provide shade.

Planned Development (PD) District means a customized zoning district that allows a specific set of uses, bulk regulations, and alternative standards that would not otherwise comply with the regulations of the primary zoning districts, but offer special benefits to the community.

Plat means a plan creating 1 or more lots that has been approved by the City as required by law and filed in the plat records of Fort Bend County.

Porch means a covered platform extending from a building, typically at an entrance with a separate roof. Porches may be an open or enclosed room attached to the outside of a building. A covered walkway or breezeway is not a porch.

Premises means a tract of land, including any building or structure on that tract.

Primary Entrance means the main point of access for pedestrians from the Pedestrian Realm into a building or tenant space.

Primary Façade means the front or principal face of a building which generally contains the Primary Entrance and can be distinguished from the other faces by its architectural details and orientation toward Streets and Civic Spaces.

Principal Building or Use means the primary use and chief purpose of a premises or building.

Protected Tree means a hardwood tree having a minimum caliper size of 8 inches or greater, as measured 4½ feet above ground level.

Public Utility means an entity engaged in the business of providing water, sewer, telephone, communication, cable television, natural gas, or electric services to the general public.

R

Recreational Vehicle (RV) means a portable vehicle designed primarily for temporary occupancy or use for travel, recreation, and vacation use, and includes boats, travel and tent trailers, pickup campers and shells, motorized travel homes and similar vehicles.

Reference Standard Zoning District means in a PD district the comparable zoning district that provides regulations not specified in the PD ordinance. All PDs identify a reference standard zoning district.

Residential District means a R-1E, R-1, HR-1, R-1R, R-1Z, R-2, R-3, R-4, or MUC zoning district.

Residential Use means a premises used for 1 or more dwellings for ordinary domestic use, and does not include any commercial, industrial, or institutional uses except as specifically permitted under the zoning regulations.

S

Satellite Dish Antenna means a device, usually parabolic in shape, designed and intended to be used for transmitting or receiving television, radio or microwave signals.

Setback refers to the required distance a structure or improvement must be placed from another specified structure, improvement, or location.

Shade Tree means a tree listed on the Approved Landscape Materials list in Chapter 2. Shade trees have mature crown spread that provides a canopy of shade for human comfort.

Shared Parking means parking spaces used by 2 or more uses on the same site or on separate sites with parking demands occurring at different times.

Shrub means a self-supporting, woody, evergreen species normally grown in the Texas Gulf Coast Region.

Single-Family Attached Dwelling (Townhome) means a building that contains Dwelling Units located on separately platted lots that are joined to other Dwelling Units on 1 or both sides by a common wall that is located along the side lot line and separates the individual Dwelling Units, commonly referred to as a townhouse.



Single-Family Attached Dwelling

Single-Family Detached Dwelling means a building that contains only 1 Dwelling Unit and has open space on all sides of the building.

Sixplex Dwelling means a building on 1 platted lot that contains 5 or 6 Dwelling Units either horizontally or vertically stacked.



Sixplex Dwelling

Story means the height between the successive floors of a building or from the top floor to the roof. For the purpose of computing building height, the average height for a story shall be defined as 12 feet.

Story, Half means a story under a gable, hip or gambrel roof of which the wall plates on at least 2 opposite exterior walls are not more than 2 feet above the floor of such story.

Street means any public or private thoroughfare, other than an alley, designed to be used by motor vehicles.

Structure means anything which is constructed or erected upon, under, or above the ground or water.

T

Tower means a structure constructed as a free-standing structure or in association with a Building, other permanent structure or equipment, on which is located 1 or more Antennas intended for transmitting or receiving television, AM/FM radio, digital, microwave, cellular, telephone, or similar forms of electronic communication. The term includes radio and television transmission towers, microwave towers, common carrier towers, and cellular telephone towers.

Traffic Impact Analysis (TIA) means a study intended to 1) coordinate the land use and transportation facility development, 2) assess adequately the traffic-related impacts of a development proposal on the existing and planned thoroughfare system, and 3) identify strategies and solutions to current and future traffic problems.

Tree means a self-supporting woody plant which typically grows to an overall minimum height of 15 feet in the Texas Gulf Coast region.

Tree, Protected. See Protected Tree.

Trellis means an architectural structure, usually made from an open framework or lattice of interwoven or intersecting pieces of wood, metal or similar material that is normally made to support and display climbing plants. A trellis is typically installed as a vertical wall panel.

Triplex or Fourplex Dwelling means a building on 1 platted lot that contains 3 or 4 Dwelling Units either horizontally or vertically stacked.



Triplex or Fourplex Dwelling

Two-Family Dwelling (Duplex) means a building on 1 platted lot that contains only 2 Dwelling Units, either horizontally or vertically stacked, and has open space on all sides of the building, commonly referred to as a duplex.



Two-Family Dwelling

U

Urban Home Dwelling means a building that contains only 1 Dwelling Unit and is larger in height than in width and located on a lot no wider than 40 feet, commonly referred to as a detached townhome.



Urban Home Dwelling

V

Vehicle Use Area means an outside improved area on a nonresidential premises that is used for the temporary parking of vehicles to provide services to the vehicles or its occupants, including the service areas of gasoline service stations and car washes and the drive-through areas of fast food restaurants and banks and similar uses.

Vines means plants with a flexible stem that climbs, twines, clings to, or creeps along a surface for support.

Y

Yard means the open space of a lot at grade that lies between the lot lines and the required building setback.

Yard, Front means the Yard extending across the front of the lot between the side lot lines.

Yard, Rear means the Yard extending across the rear of the lot between the side lot lines.

Yard, Side means the Yard extending along the side lot line from the Front Yard to the Rear Yard.

Yard, Street Side means a Side Yard that fronts upon a street.

Section 12. 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 13. 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 _____.

Joe R. Zimmerman, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Summary of Changes:

Zoning Regulations (Chapter 2)

- Sec. 2-6. - Site Plan Packages.
 - Added site plan package submittal requirement for triplexes, fourplexes, and sixplexes
- Lake Pointe Redevelopment District (Chapter 2, Article II, Part 5)
 - Section 2-119. – Lot Layout and Site Design Regulations
 - Relocated block length minimum/maximums to the subdivision regulations (Section 5-20)
 - Provided clarification that trees and shade structures shall be used to provide shade for pedestrians in the Pedestrian Realm
 - Provided clarification that shade structures shall be used to provide shade when on-street parking is located in the Pedestrian Enhancement Zone
 - Provided minimum vertical clearance for shade structures if utilities are located under the sidewalk (Clear Zone)
 - Removed driveway separation requirements that appeared to be in conflict with Article VII of the Subdivision Regulations. Renamed subsection *Cross Access*
 - Added reference to the Design Standards for on-street parking design and construction
 - Section 2-120. – Pedestrian Realm Enhancements:
 - Specified that all pedestrian amenities must comply with the City's Design Standards
 - Clarified that pedestrian-scaled lighting poles and bollards should be spaced at an even interval
 - Updated requirements for trees planted in the Pedestrian Enhancement Zone:
 - Removed tree spacing requirement and provided minimum tree requirement based on length of street frontage
 - Added a minimum requirement for tree height and caliper at the time of planting
 - Added provision that the Director may provide credit for the preservation of protected trees
 - Section 2-121. - Building Design and Additional Development Standards – Multi-Family, Mixed-Use and Nonresidential Development
 - Added language that allows Civic Space to satisfy park land dedication requirements if i) Civic Space contains recreational amenities as described in Sec 5-30.6, and ii) the Parks and Recreation Director approves of the proposed recreational amenities
 - Section 2-122. – Building Design – Middle Housing Development
 - Increased the minimum Mews width to 30 feet to accommodate utilities

Subdivision Regulations (Chapter 5)

- Section 5-3. – Definitions.
 - Added Alley, Civic Space, Mews, Middle Housing, and Street as defined terms with reference to Chapter 10
- Section 5-19. – Streets.
 - Added frontage requirements for Middle Housing in the LPR district to match Section 2-122
 - Removed minimum pavement width for nonresidential alleys to align with the Design Standards
 - Added clarification that residential alleys are only required if it's required by zoning
 - Added prohibition of dead-end alleys with two exceptions
- Section 5-20. – Blocks.
 - Added the minimum and maximum block lengths for LPR District from Section 2-119
- Section 5-30. – Park Land Dedication.
 - Added language that allows Civic Space to satisfy park land dedication requirements if i) Civic Space contains recreational amenities as described in Sec 5-30.6, and ii) the Parks and Recreation Director approves of the proposed recreational amenities

Definitions (Chapter 10)

- Section 10-3. – Definitions.
 - Added clarification that Mews may include utilities and specified that they have frontage on a public street
 - Added townhomes to Middle Housing definition
 - Added the following definitions and included cross references to the existing definitions for clarity and improved readability
 - Live/Work Dwelling – existing definition: Dwelling, Live/Work
 - Multi-Family Dwelling – existing definition: Dwelling, Multi-Family
 - Multiplex Dwelling – existing definition: Dwelling, Multiplex
 - Single-Family Attached Dwelling (Townhome) – existing definition: Dwelling, Single-Family Attached (Townhome)
 - Single-Family Detached Dwelling – existing definition: Dwelling, Single-Family Detached
 - Sixplex Dwelling – existing definition: Dwelling, Sixplex
 - Triplex or Fourplex Dwelling – existing definition: Dwelling, Triplex or Fourplex
 - Two-Family Dwelling (Duplex) – existing definition: Dwelling, Two-Family (Duplex)
 - Urban Home Dwelling – existing definition: Dwelling, Urban Home

Chapter 2 – Zoning Regulations

Clean Draft

Sec. 2-6. - Site Plan Packages.

- A. Site Plan Packages for all nonresidential, townhome, triplex, fourplex, sixplex, and multi-family developments in the City shall be submitted for review and approval prior to the issuance of applicable building or foundation permits. The purpose of submittal of the Site Plan Package is to allow a Development Review Committee (DRC) of City staff to review for land use, traffic, utilities, environmental issues, and the property's relationship to adjoining properties. The review shall include, but is not limited to, plat status, zoning compliance, building lines, landscaping, screening, parking, driveway locations, connections to existing utilities, and drainage. The Site Plan Package shall illustrate that the development complies with this Code and the Design Standards. Where a phased development or redevelopment is proposed, the site plan area shall include the entire platted lot from which the phase is being developed. Requirements for Site Plan Package submittals within the extraterritorial jurisdiction (ETJ) are covered in Chapter 5 (Subdivision Regulations).
- B. Approval of the Site Plan Packages shall expire unless additional permits for the Project are obtained within 1 year from the date of approval of the Site Plan Package. The Director may, upon written application, grant a 1-year extension of time to make use of the Site Plan Package.

Sec. 2-119. Lot Layout and Site Design Regulations

A. Street Layout

1. Pedestrian Realm

- a. As illustrated in **Figure 2-119.A: Pedestrian Realm**, a Pedestrian Realm must be provided along Streets and shall consist of two zones: a Clear Zone (sidewalk) and a Pedestrian Enhancement Zone. The Clear Zone is intended to provide a clear path of travel for pedestrian movement and the Pedestrian Enhancement Zone is intended for the placement of street trees, street furniture and other fixtures in a manner that does not obstruct pedestrian access or motorist visibility.

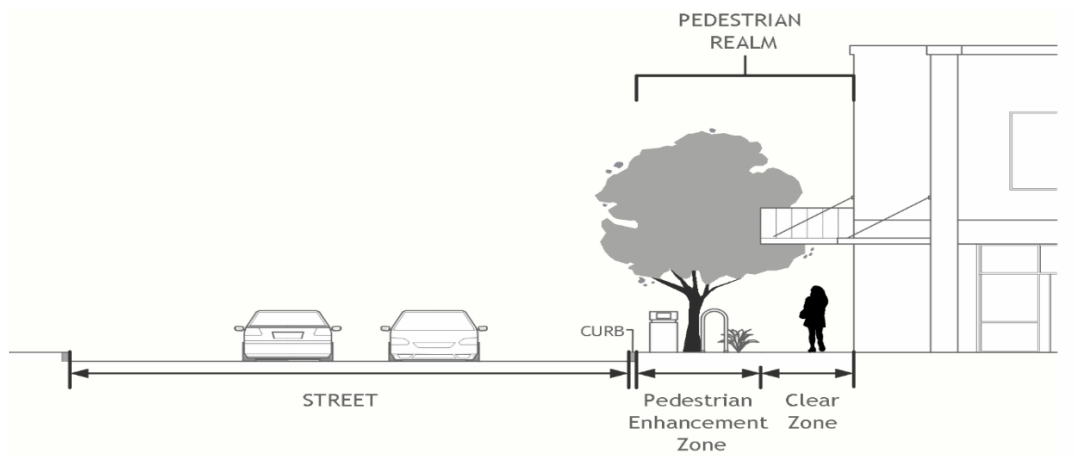


Figure 2- 119.A: Pedestrian Realm

- b. The following standards shall apply to these zones:

Table 2-119.1: Pedestrian Realm Requirements by Roadway Classification		
Roadway Classification (a)	Minimum Clear Zone Width	Minimum Pedestrian Enhancement Zone Width
Type 1 Streets: Major Collector/ Minor Collector	8 feet	8 feet
Type 2 Streets: Local Street/Primary Access Easement	10 feet	8 feet (b)

REFERENCES

- a. As identified and defined in the City of Sugar Land Master Thoroughfare Plan.
 - b. Type 2 Streets adjacent to Middle Housing developments shall have a minimum Clear Zone width of 5 feet.
-
- c. Sections of the Clear Zone may be reduced for temporary or permanent outdoor dining or other pedestrian amenities such as seating for a length of no more than 75 continuous feet, but a 5-foot clear space must be maintained at all times.
 - d. Pedestrians within the Clear Zone shall be provided shade through the use of Trees or shade structures, such as Awnings or Canopies.
 - (1) Trees shall meet the requirements set forth in Sec. 2-120 and the City's Design Standards.
 - (2) When on-street parking is located within the Pedestrian Enhancement Zone, shade structures shall be utilized to meet this requirement.
 - (3) If utilities are located within the Clear Zone, the proposed shade structure shall have a minimum vertical clearance of 14 feet.
 - e. On-street parking may be permitted within the Pedestrian Enhancement Zone along Type 2 Streets. Additional standards are located in the Design Standards.
 - f. Enhancements required within the Public Realm are described in Section 2-120: Pedestrian Realm Enhancements.

B. Connectivity

1. General

- a. All public streets, roads, trails, and rights-of-way shall be consistent with the adopted Mobility Master Plan (Master Thoroughfare Plan).

2. Cross Access

- a. To facilitate vehicular, pedestrian, and bicycle cross access between abutting sites, encourage shared parking, and minimize access points along streets, sites shall comply with the following standards:
 - (1) The internal circulation system shall be designed to allow for cross-access between sites.
 - (2) Required vehicular cross access between the abutting lots shall be provided through the use of a single two-way driveway or drive aisle, or two one-way driveways or aisles that are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
 - (3) The Director may waive or modify the requirement for cross access if the requirement would:
 - i. Create unsafe conditions; or
 - ii. Impede the application of other design requirements in the Development Code.

C. Parking Location, Size, and Pedestrian Connectivity.

1. On-Street Parking Location.

Angled, perpendicular, or parallel parking that is designed to function as on-street parking must meet the following conditions:

- a. The parking must not adversely affect public safety or circulation; and
- b. Each parking space must be located adjacent to and be directly accessible from a Street.
- c. The parking must be constructed and designed in accordance with the City's Design Standards.

2. Parking Lot Location

- a. Parking Lots shall be located to the side or rear of the Primary Façade. See **Figure 2-119.B: Parking Lot Location**.
- b. Parking Lots, loading, and service areas must be designed to minimize impacts on adjacent residences. They shall be located away from shared property lines and screened from neighboring residences.

3. Parking Lot Size

- a. Sites with more than 50 Multi-Family units must be served by Structured Parking and may not have Parking Lots that exceed 15% of the total site area.
- b. For all other sites, Parking Lots shall not exceed 40% of the site's total area.

- c. The Director may approve of a Parking Lot that exceeds the maximum Parking Lot size requirements above if the Parking Lot serves multiple sites.

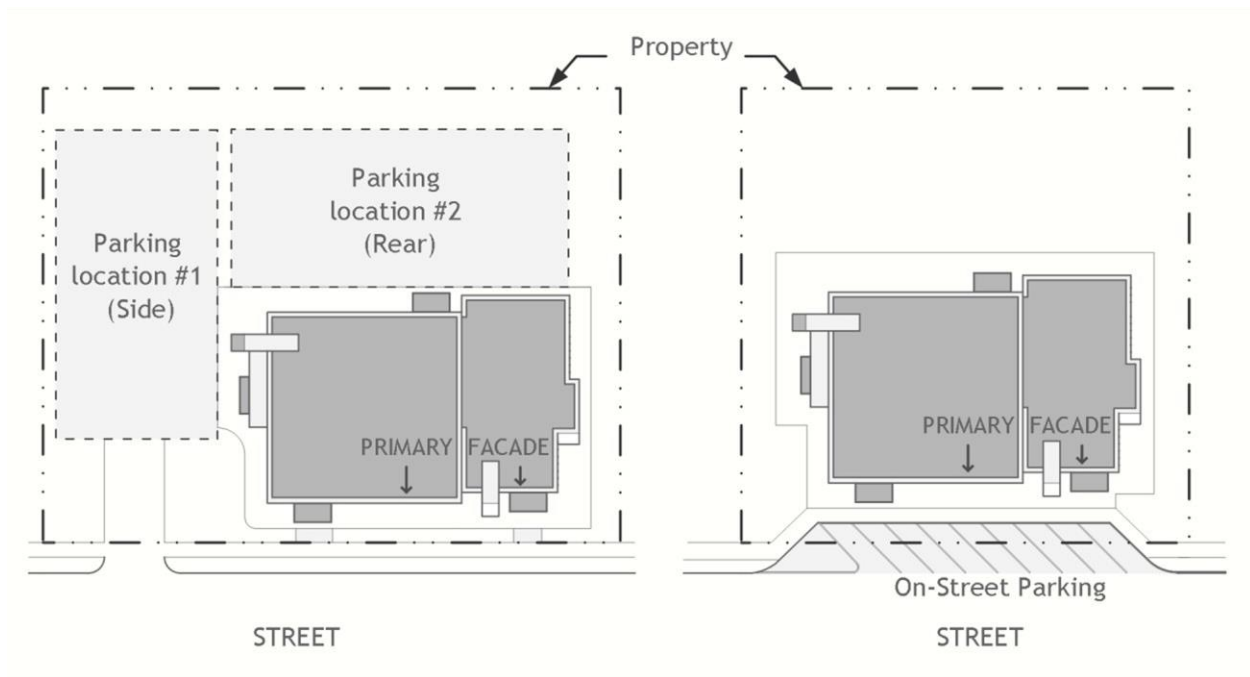


Figure 2-119.B: Parking Lot Location

4. Pedestrian Walkways in Parking Lots

- a. All sites with Parking Lots containing 7 or more parking spaces shall provide an on-site system of pedestrian walkways that provide direct access and connections to and between the following elements.
- (1) The Primary Entrance or Entrances to each building, including pad-site buildings;
 - (2) Any sidewalks, walkways, or multi-use paths on adjacent properties that extend to the boundaries shared with the site;
 - (3) Any Parking Lots intended to serve the site;
 - (4) Any sidewalk system along the perimeter Streets adjacent to the site;
 - (5) Any public transit station areas, transit stops, park and ride facilities, or other transit facilities on-site or along an adjacent Street; and
 - (6) Any adjacent or on-site public park, trail system, open space, greenway, or other public or Civic Space or amenity.

- b. As shown in **Figure 2-119.C: Pedestrian Walkways in Parking Lots**, Pedestrian walkways required above shall:
- (1) Be a minimum of 5 feet wide;
 - (2) Be distinguishable from areas used by vehicles in one or more of the following ways:
 - (i) Varying surfacing material, patterns, and/or paving color, but not including the painting of the paving material;
 - (ii) Varying paving height;
 - (iii) Decorative bollards; or
 - (iv) Raised median walkways with landscaped buffers;

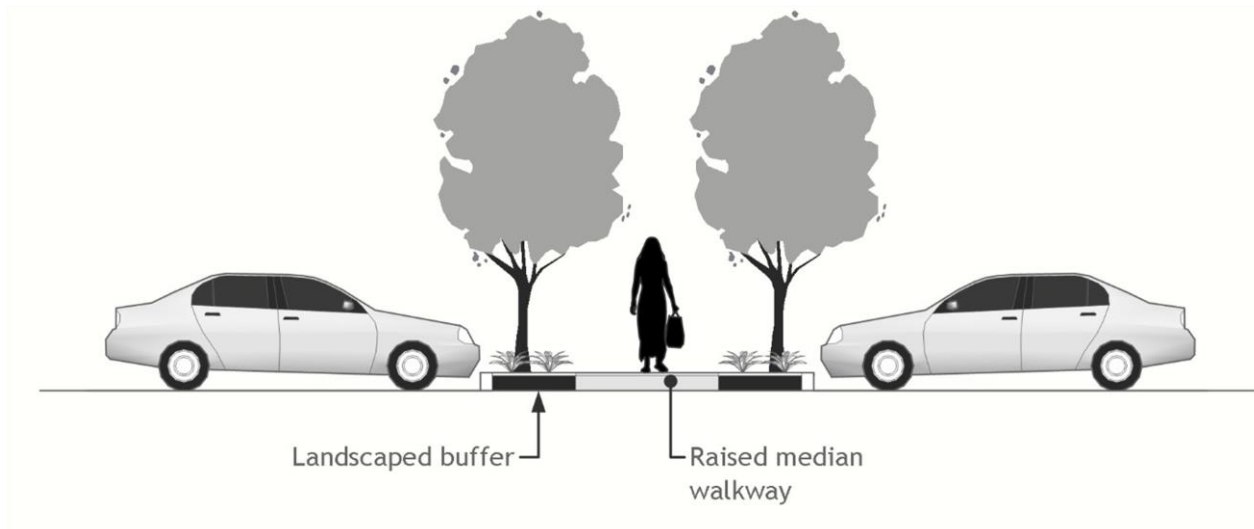


Figure 2-119.C: Pedestrian Walkways in Parking Lots

- (3) Be designed with similar and/or complementary details, colors, and finishes as other interconnected walkways;
- (4) Have adequate lighting for security and safety;
- (5) Be conveniently and centrally located on the subject property;
- (6) Be ADA-accessible; and
- (7) Not include barriers that limit pedestrian access between the subject property and required connections to adjacent properties.

D. Pedestrian Connectivity

Building façades that are longer than 400 feet in length must provide a midblock pedestrian connection through the building, as shown in **Figure 2-119.D: Midblock Pedestrian Connection**.

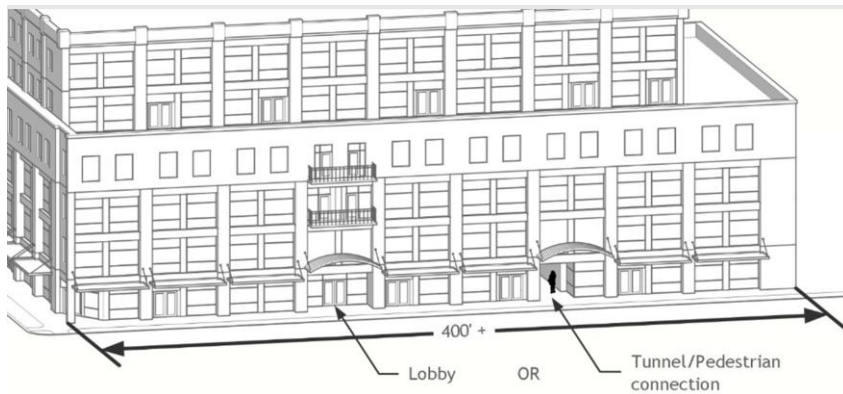


Figure 2-119.D: Midblock Pedestrian Connection

E. Private Garages and Surface Parking for Middle Housing.

1. Garages shall be located behind dwelling units and accessed by alleys or private drives.
2. Garages shall be setback a minimum of 5 feet from an alley or private drive. Any additional setback beyond 5 feet must be at least 18 feet from the edge of the alley/private drive. See **Figure 2-119.E: Rear Loading Garage Setback**.

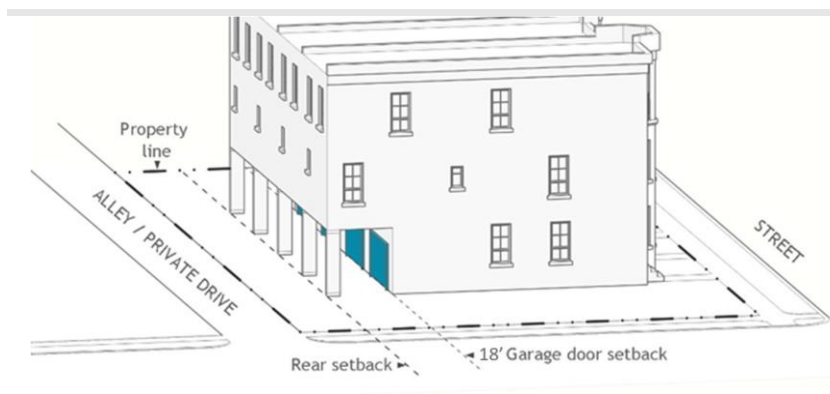


Figure 2-119.E: Rear Loading Garage Setback

3. Parking shall be designed to limit curb cuts and most efficiently park vehicles.
4. Parking may take place on a shared, paved Parking Lot or in shared driveways.

Sec 2-120. Pedestrian Realm Enhancements.

The Pedestrian Realm, as required by Section 2-119: Lot Layout and Site Design Regulations, shall include amenities to enhance the pedestrian experience. All pedestrian amenities shall comply with the City's Design Standards.

A. Pedestrian Amenities Required for All Development.

The Pedestrian Enhancement Zone must include the following amenities:

1. Pedestrian-scaled lighting poles or bollards, no more than 15 feet in height, shall be installed at even intervals where possible.
2. One Tree shall be provided for every 40 linear feet of street frontage or portion thereof. Trees must be at least 10 feet in height and have a minimum 4-inch caliper immediately after planting. Tree caliper is measured 6 inches from natural ground level. The Director may credit each preserved Protected Tree in the Lake Pointe Redevelopment District by counting it as two Trees that would otherwise be required to comply with this requirement, if it substantially serves the purpose of this section to enhance the pedestrian experience.
3. The Director may allow or require minor deviations from the requirements of this section in order to compensate for an unusual site condition or to protect a natural feature or public infrastructure.

B. Additional Pedestrian Amenities for Nonresidential, Multi-Family, and Mixed-Use Buildings.

1. Applicability.

This subsection sets forth a range of options for pedestrian enhancements to improve the streetscape and foster a pedestrian-oriented environment. Sites shall provide pedestrian enhancements in the Pedestrian Enhancement Zone. Any combination of options from **Table 2-120.1: Pedestrian Enhancement Options** may be used to achieve a minimum of 8 points required for each site. To satisfy these requirements, amenities must be open and accessible to the public.

a. Middle Housing Exempt.

Lots exclusively occupied by Middle Housing shall not be required to provide additional pedestrian amenities as set forth in **Table 2-120.1: Pedestrian Enhancement Options**.

b. Pedestrian Enhancement Options

Table 2-120.1: Pedestrian Enhancement Options	
Description	Points
Spaces and Areas	
An enhanced landscaped area provided such landscaped area has a minimum depth and width of 10 feet and a minimum total area of the lesser of 650 square feet or two percent of the net site area. Enhanced landscaping includes additional plant quantity and varieties, pedestrian accommodations, raised beds, and landscape walls or similar hardscape elements.	1 point (Maximum 3)
A playground, patio, or plaza with outdoor seating areas, provided the playground, patio, or plaza has a minimum depth and width of ten feet and a minimum total area of 300 square feet.	2 points
Shade provided for the playground, patio, or plaza using Canopies pergolas, shade trees (minimum 6-inch caliper), or other coverings.	2 points
Site Features	
At least one Blank Wall treatment: • Install trellises with climbing vines or plant materials along wall; • Provide a planting bed with plant material that screens at least 50 percent of the wall surface; or • Provide artwork on the surface.	1 point
Creative, ornate or decorative art installations, sculptures, murals, or other intentional artwork	1 point (Maximum 2)
Rain gardens, street-side swales, soil and turf management or other appropriate storm water infiltration system(s) to capture and infiltrate a minimum of 25 percent of site-generated stormwater (subject to Engineering approval)	3 points
Seating every 50 feet adjacent to the building or within the Pedestrian Enhancement Zone, provided such seating includes a variety of seating types and figurations, accommodates solitary and social activities, and provides a safe, comfortable seating surface with smooth, even surfaces and curved edges. The following kinds of seating may be used to meet the requirement: moveable seating, fixed individual seating, fixed benches with and without backs, and seating designed into architectural features (e.g., walls, planter ledges, and seating steps).	1 point
Shade provided for seating areas using Canopies, pergolas, shade trees (minimum 6-inch caliper), or other coverings.	1 point
Trash and recycling receptacles installed every 250 feet along the building frontage and at each building entrance adjacent to a pedestrian walkway	1 point

Sec 2-121. Building Design and Additional Development Standards – Multi-Family, Mixed-Use and Nonresidential Development

- A. *Building Arrangement.* Buildings on sites larger than 5 acres shall be organized to create pedestrian-friendly spaces and streetscapes and should be arranged to frame Streets and Civic Spaces (see Figure 2-121.A: Building Arrangement).

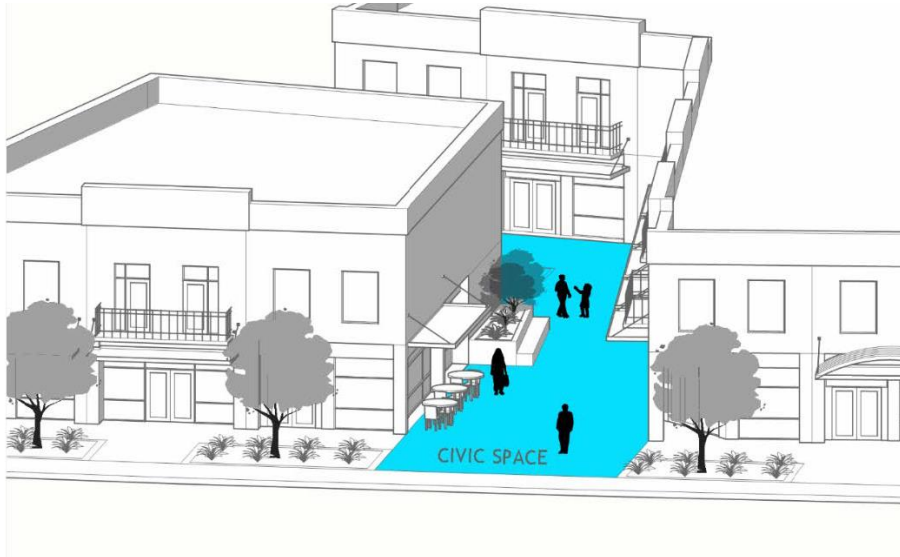


Figure 2-121.A: Building Arrangement

B. *Civic Space.*

1. A minimum of 5% of the Lake Pointe Redevelopment District shall be dedicated to Civic Space. Area within the Pedestrian Realm that is adjacent to a Street shall not count towards required Civic Space.
2. Civic Space shall be provided along waterfront properties. Where a trail is proposed, the minimum width shall be 10 feet.
3. In the Lake Pointe Redevelopment District, the park land dedication requirement set forth in Section 5-30 may be satisfied through the provision of Civic Space if:
 - a. The Civic Space contains recreational amenities, as described in Section 5-30.6; and
 - b. The Parks and Recreation Director approves of the proposed recreational amenities.
4. *Kiosks.* Kiosks, whether temporary or permanent structures, shall be permitted within a Civic Space provided that the structure:
 - a. Is a maximum of 20 feet in height and no larger than 200 square feet;
 - b. Is occupied by a use permitted in the LPR District;
 - c. Complies with all applicable building codes; and
 - d. Does not impede and is not located within any Clear Zone.

C. *Building Orientation and Siting.*

1. Buildings shall be oriented so that the Primary Façade faces the Street or Civic Space.
2. A minimum of 70% of the Primary Façade along the Street shall be located within the Build-to Zone (see Figure 2-121.B: Building Siting).

3. On corner lots, a minimum of 30% of the side street building façade shall be located within the Build-to Zone (see Figure 2-121.B: Building Siting).

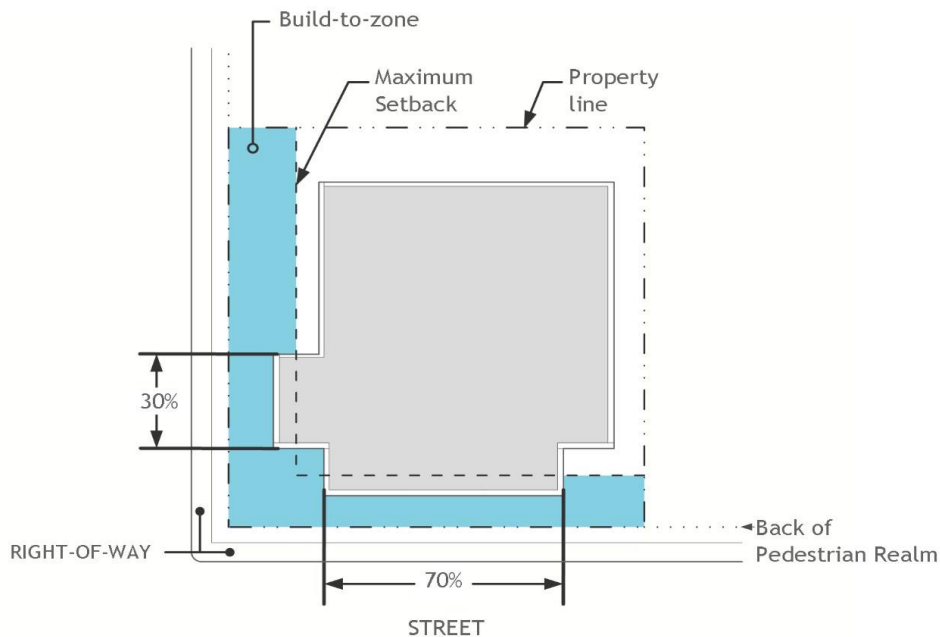


Figure 2-121.B: Building Siting

4. The minimum building siting requirement may be reduced for an outdoor seating and dining area as shown in Figure 2-121.C: Minimum Frontage Requirements - Outdoor Seating and Dining, provided such area is designed and located:
 - a. To avoid interference with any pedestrian access ramp from any abutting street onto the Clear Zone, and to avoid all areas required for maneuvering of wheelchairs and other ambulatory devices at the top of any pedestrian access ramp; and
 - b. To meet the standards for Clear Zone set forth in Section 2-119.A.2.

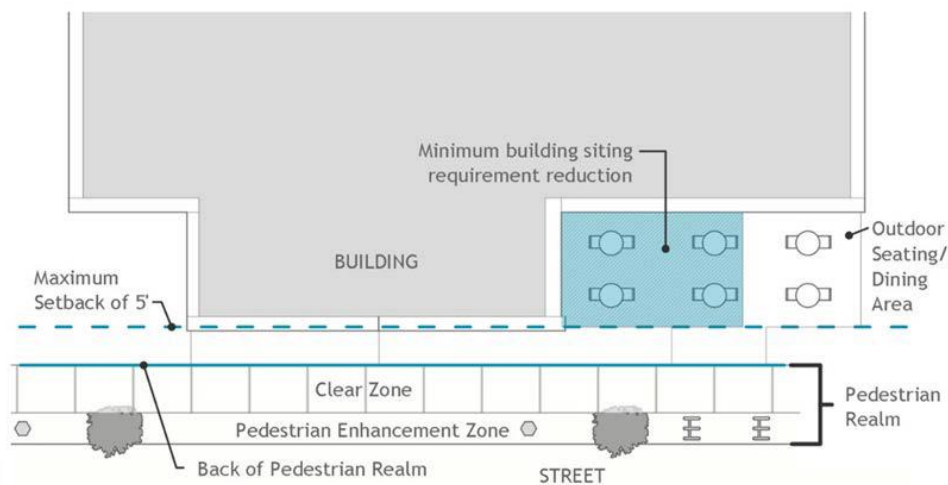


Figure 2-121.C: Minimum Frontage Requirements- Outdoor Seating and Dining

D. Building Entrances.

1. Each ground level building and separate tenant space shall have at least 1 Primary Entrance to the adjacent Street or Civic Space (see Figure 2-121.D: Building Entrances). Shared/common lobbies may count as a Primary Entrance for tenant spaces with entrances internal to the building.
 - a. If a natural geographic feature, such as a waterway or other major landscaping feature, public park, trail, or other open space is on or adjacent to the site, each building shall have a Primary Entrance connecting to the feature.
 - b. A corner entrance may count as a Primary Entrance for any intersecting features (see Figure 2-121.E: Orientation Toward Primary Street Frontage).

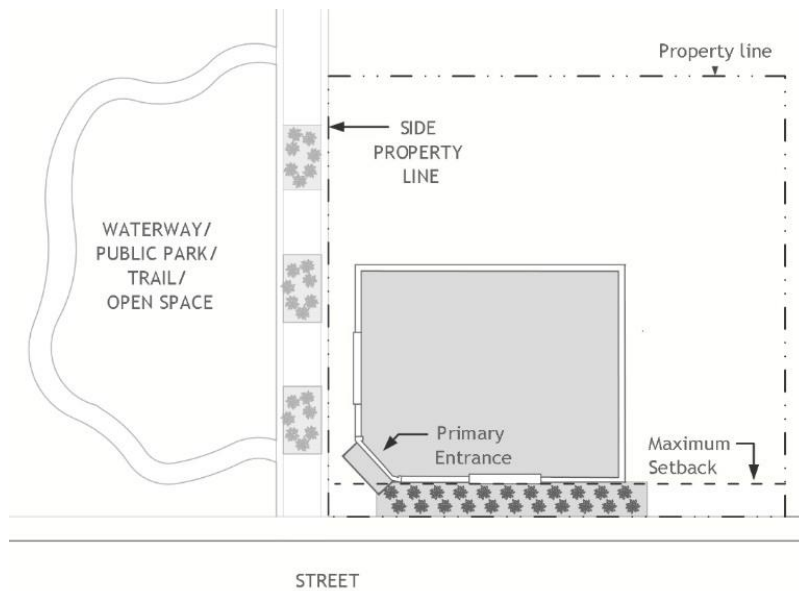


Figure 2-121.D: Orientation Toward Primary Street Frontage

2. Primary Entrances shall be defined and articulated with architectural elements such as pediments, columns, porticos, porches, overhangs, or other similar elements approved by the Director (see Figure 2-121.E: Building Entrances).
3. All ground-floor entrances shall be covered or inset to provide shelter from inclement weather. The inset or cover shall be no less than 20 square feet (see Figure 2-121.E: Building Entrances).

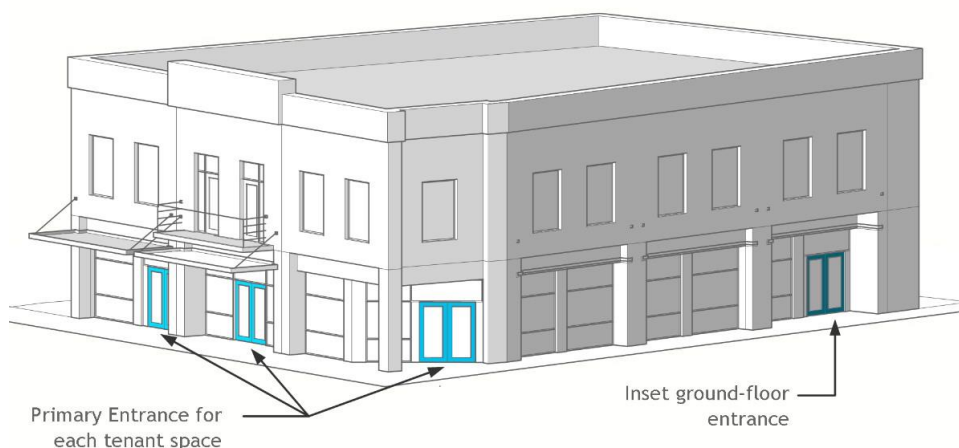


Figure 2-121.E: Building Entrances

E. *Ground Level Design.*

1. *Ground Level Multi-Family Residential.* All Buildings that have residential unit floor plates within 6 feet of finished grade shall meet the following standards:
 - a. The building shall include an entrance into the unit that is accessible from the Pedestrian Realm. Entrances above grade are considered accessible from the Pedestrian Realm.
 - b. Units shall include ground level windows that provide residents a view of the street and Pedestrian Realm.
 - c. Lobbies that provide access to upper stories may be located at grade level.
 - d. Any fencing used to enclose patios adjacent to the Pedestrian Realm may not exceed 4 feet in height.
 - e. All ground floor residential units along Streets shall maintain a minimum structural ceiling height of 13 feet to provide the opportunity for future conversion to nonresidential uses.
2. *Ground Level Nonresidential.*
 - a. All buildings that have nonresidential uses at ground level adjacent to the Pedestrian Realm shall meet the following requirements.
 - (1) Entrances shall be located at the approximate elevation of the adjacent sidewalk.
 - (2) Ground floors shall have a minimum clear height of 13 feet between finished floor and the ceiling or top plate. Mezzanines within the retail space shall be allowed per building code.
 - b. The ground level façade must include building elements that provide weather protection at least 6 feet deep along at least 75% of the façade.

F. *Building Form.*

1. *Building Mass.* Buildings shall be designed to reduce apparent mass, ground the building, provide visual relief, and reinforce pedestrian scale. This shall be accomplished by differentiating between the ground level and upper levels through architectural features. Examples of features include but are not limited to: Canopies, balconies, Arcades, varying materials, banding, noticeable change in color or shade, parapet walls, or other horizontal or vertical elements (see Figure 2-121.F: Façade Articulation, Building Form, and Transparency).
2. *360-Degree Architecture.* Those sides of a building that are not visible from the Street shall have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.
3. *Façade Articulation.* All Primary Façades and Street-facing façades shall provide visual relief which breaks or minimize the scale of the building. These façades shall not exceed 50 feet in length without incorporating 2 of the following elements:
 - a. Vertical building modulation of at least 12 inches in depth;
 - b. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bays, and having a change of wall plane that is a minimum of 6 inches in depth; and/or
 - c. A change in building material, siding style, or color.
4. *Transitions to Residential.* Buildings on sites adjacent to residential shall be designed to minimize impacts on Single-Family and Middle Housing Dwellings and maximize the privacy of residents by:
 - a. Locating sources of audible noise (e.g., heating and air conditioning units) as far away from lower intensity uses as practical;
 - b. Placing windows on the building to minimize direct lines of sight into neighboring homes; and
 - c. Orienting porches, balconies, and other outdoor living spaces away from neighboring homes.

G. *Building Transparency.* Façades that are oriented toward Streets or Civic Spaces shall meet the following transparency requirements, as shown in Figure 2-121.F: Façade Articulation, Building Form, and Transparency:

1. *Ground-Floor Transparency.*

- a. For nonresidential uses, at least 40% of each ground floor façade shall be transparent.
- b. For residential uses, at least 15% of each ground floor façade shall be transparent.

2. *Upper-Floor Transparency.* At least 20% of upper floors shall be transparent.



Figure 2-121.F: Façade Articulation, Building Form, and Transparency

3. *Transparency Standards.*

- a. Windows and other materials intended to meet the minimum transparency requirements shall not be reflective or mirror-like in appearance.
- b. Windows shall be individually defined with detail elements such as frames, sills and lintels or other elements that provide delineation between window panes.
- c. "Storefront"-type glass walls shall not extend in a continuous unbroken façade longer than 50 feet (see Figure 2-121.G: Building Transparency - Storefront).

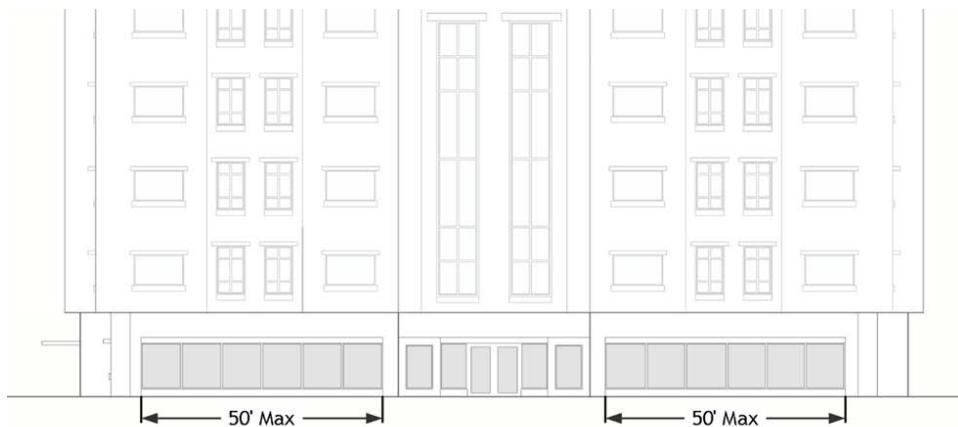


Figure 2-121.G: Building Transparency - Storefront

H. *Additional Standards for Multi-Family Development.* In addition to the standards above, all Multi-Family development must provide additional amenities. Applicants shall select amenity options from the

Development Application Handbook to achieve the minimum number of points required for the development as indicated below in Table 2-121.1: Required Points for Multi-Family Development by Number of Units. For purposes of meeting the minimum requirements of this Section, amenities include but are not limited to amenities such as a pool; fitness center; community gathering space (indoor or outdoor); business center; bicycle storage; balconies; multiple floor plans; enhanced building finishes; Leadership in Energy and Environmental Design (LEED) certification; and energy efficient appliances.

Table 2-121.1: Required Points for Multi-Family Development by Number of Units	
Number of Dwelling Units	Minimum Points Required
< 50	20 points
50—99	40 points
100—149	60 points
150—249	80 points
250—350	100 points
> 350	For every additional 50 units, an additional 10 points

Sec 2-122. Building Design – Middle Housing Development

A. Building Orientation and Entrances

1. Buildings shall be oriented so that the Primary Facade faces and provides pedestrian access to a Street, Civic Space, or Mews. Mews shall be a minimum of 30 feet wide, measured from property line to property line, and include a 5-foot-wide paved walkway that connects and provides pedestrian access from each Dwelling Unit to a Street.
2. The orientation of the Primary Entrance and façade of residential dwellings shall be consistent with the established pattern along the block face.
3. No residential structure shall be sited diagonally or otherwise skewed on the lot.

B. Building Form

1. Building Mass
Exterior walls shall be broken up to prevent the appearance of featureless walls using recessed entryways, bay windows, use of more than one exterior finish material, use of architectural details, or such other technique or combinations of techniques.
2. 360-Degree Architecture
Those sides of a building that are not visible from the street frontage shall have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.

C. Building Transparency

At least 15 percent of the area of Street-facing façades shall be windows or doors.

Chapter 2 – Zoning Regulations

Redline Draft

Sec. 2-6. - Site Plan Packages.

- |
- A. Site Plan Packages for all nonresidential, townhome, triplex, fourplex, sixplex, and multi-family developments in the City shall be submitted for review and approval prior to the issuance of applicable building or foundation permits. The purpose of submittal of the Site Plan Package is to allow a Development Review Committee (DRC) of City staff to review for land use, traffic, utilities, environmental issues, and the property's relationship to adjoining properties. The review shall include, but is not limited to, plat status, zoning compliance, building lines, landscaping, screening, parking, driveway locations, connections to existing utilities, and drainage. The Site Plan Package shall illustrate that the development complies with this Code and the Design Standards. Where a phased development or redevelopment is proposed, the site plan area shall include the entire platted lot from which the phase is being developed. Requirements for Site Plan Package submittals within the extraterritorial jurisdiction (ETJ) are covered in Chapter 5 (Subdivision Regulations).
 - B. Approval of the Site Plan Packages shall expire unless additional permits for the Project are obtained within 1 year from the date of approval of the Site Plan Package. The Director may, upon written application, grant a 1-year extension of time to make use of the Site Plan Package.

Sec. 2-119. Lot Layout and Site Design Regulations

A. Street Layout

~~1. Block Length~~

~~At least 70% of block faces within the Lake Pointe Redevelopment District must range between a minimum of 200 feet and a maximum of 600 feet.~~

2.1. Pedestrian Realm

- a. As illustrated in **Figure 2-119.A: Pedestrian Realm**, a Pedestrian Realm must be provided along Streets and shall consist of two zones: a Clear Zone (sidewalk) and a Pedestrian Enhancement Zone. The Clear Zone is intended to provide a clear path of travel for pedestrian movement and the Pedestrian Enhancement Zone is intended for the placement of street trees, street furniture and other fixtures in a manner that does not obstruct pedestrian access or motorist visibility.

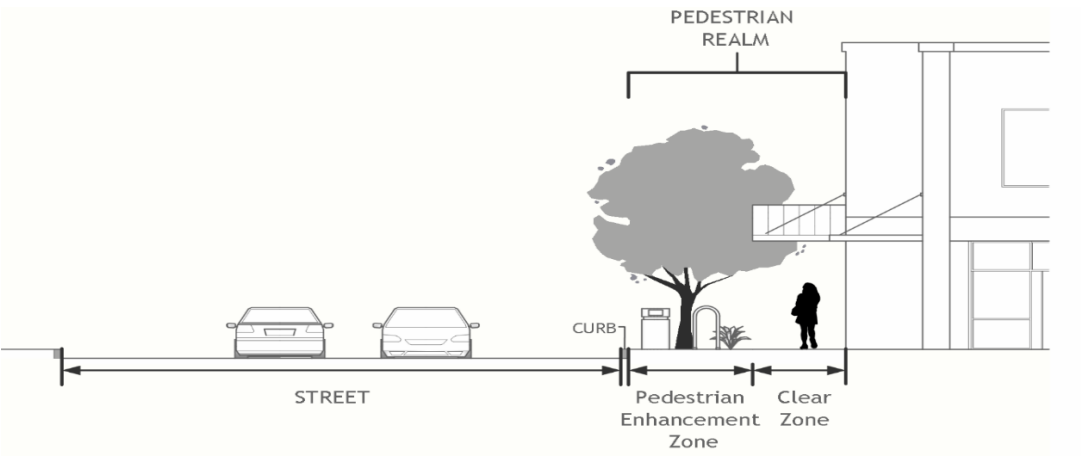


Figure 2- 119.A: Pedestrian Realm

- b. The following standards shall apply to these zones:

Table 2-119.1: Pedestrian Realm Requirements by Roadway Classification		
Roadway Classification (a)	Minimum Clear Zone Width	Minimum Pedestrian Enhancement Zone Width
Type 1 Streets: Major Collector/ Minor Collector	8 feet	8 feet

Type 2 Streets: Local Street/Primary Access Easement	10 feet	8 feet (b)
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REFERENCES

- a. As identified and defined in the City of Sugar Land Master Thoroughfare Plan.
- b. Type 2 Streets adjacent to Middle Housing developments shall have a minimum Clear Zone width of 5 feet.

c. Sections of the Clear Zone may be reduced for temporary or permanent outdoor dining or other pedestrian amenities such as seating for a length of no more than 75 continuous feet, but a 5-foot clear space must be maintained at all times.

~~d. The Clear Zone may be covered by Awnings, Canopies, or other shade structures to protect pedestrians from inclement weather.~~

d. Pedestrians within the Clear Zone shall be provided shade through the use of Trees or shade structures, such as Awnings or Canopies.

(1) Trees shall meet the requirements set forth in Sec. 2-120 and the City's Design Standards.

(2) When on-street parking is located within the Pedestrian Enhancement Zone, shade structures shall be utilized to meet this requirement.

(3) If utilities are located within the Clear Zone, the proposed shade structure shall have a minimum vertical clearance of 14 feet.

e. On-street parking may be permitted within the Pedestrian Enhancement Zone along Type 2 Streets. Additional standards are located in the Design Standards.

f. Enhancements required within the Public Realm are described in Section 2-120: Pedestrian Realm Enhancements.

B. Connectivity

1. General

a. All public streets, roads, trails, and rights-of-way shall be consistent with the adopted Mobility Master Plan (Master Thoroughfare Plan).

2. Cross AccessDriveways

~~a. Driveways shall be located at least 50 feet from any intersecting Street right-of-way.~~

~~b. Driveways shall be located at least 50 feet from driveways on an adjacent property, except where one shared access point and driveway can be established to serve both the subject property and the adjacent property on the other side of that property line. Driveways that serve Middle Housing and connect to alleys or private drives are exempt from the minimum 50-foot separation requirement.~~

- c. ~~Primary circulation and access points shall be oriented toward the abutting street with the lowest traffic volume, unless the Director approves an alternative due to pedestrian, bicycle, or traffic safety concerns.~~

~~d.a.~~ To facilitate vehicular, pedestrian, and bicycle cross access between abutting sites, encourage shared parking, and minimize access points along streets, sites shall comply with the following standards:

- (1) The internal circulation system shall be designed to allow for cross-access between sites.
- (2) Required vehicular cross access between the abutting lots shall be provided through the use of a single two-way driveway or drive aisle, or two one-way driveways or aisles that are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
- (3) The Director may waive or modify the requirement for cross access if the requirement would:
 - i. Create unsafe conditions; or
 - ii. Impede the application of other design requirements in the Development Code.

C. Parking Location, Size, and Pedestrian Connectivity.

1. On-Street Parking Location.

Angled, perpendicular, or parallel parking that is designed to function as on-street parking must meet the following ~~two~~ conditions:

- a. The parking must not adversely affect public safety or circulation; and
- ~~b.~~ Each parking space must be located adjacent to and be directly accessible from a Street.

~~b.c.~~ The parking must be constructed and designed in accordance with the City's Design Standards.

2. Parking Lot Location

- a. Parking Lots shall be located to the side or rear of the Primary Façade. See **Figure 2-119.B: Parking Lot Location**.
- b. Parking Lots, loading, and service areas must be designed to minimize impacts on adjacent residences. They shall be located away from shared property lines and screened from neighboring residences.

3. Parking Lot Size

- a. Sites with more than 50 Multi-Family units must be served by Structured Parking and may not have Parking Lots that exceed 15% of the total site area.
- b. For all other sites, Parking Lots shall not exceed 40% of the site's total area.

- c. The Director may approve of a Parking Lot that exceeds the maximum Parking Lot size requirements above if the Parking Lot serves multiple sites.

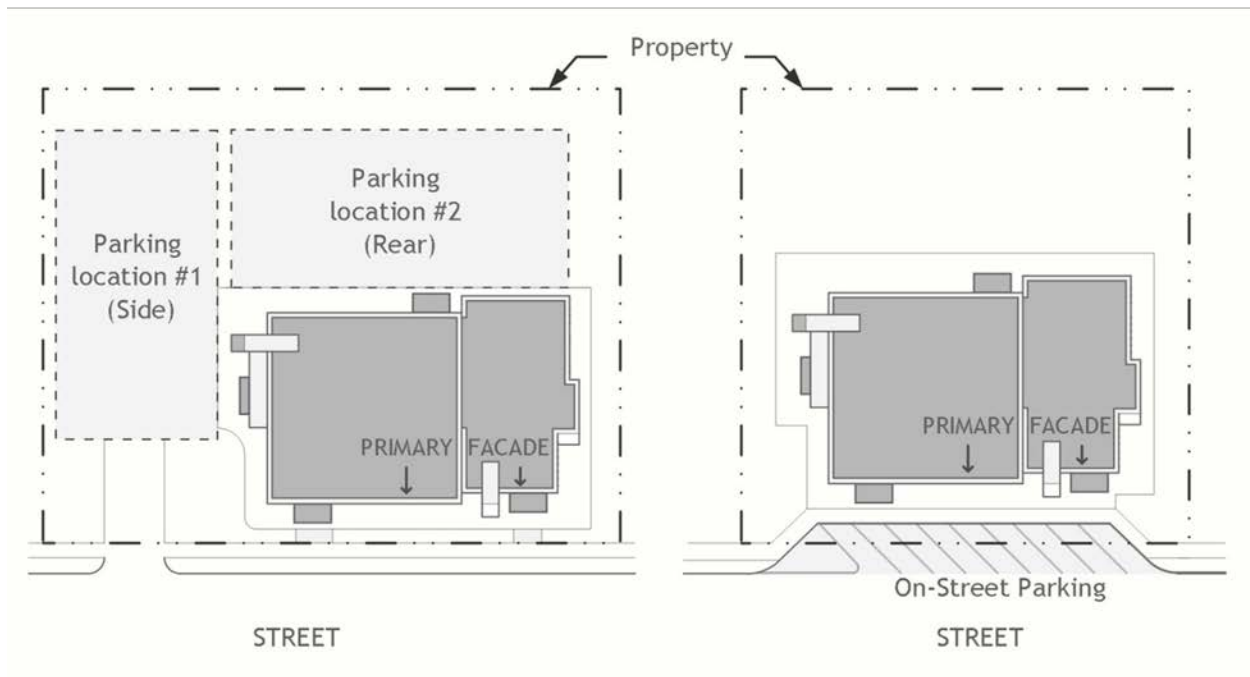


Figure 2-119.B: Parking Lot Location

4. Pedestrian Walkways in Parking Lots

- a. All sites with Parking Lots containing 7 or more parking spaces shall provide an on-site system of pedestrian walkways that provide direct access and connections to and between the following elements.
- (1) The Primary Entrance or Entrances to each building, including pad-site buildings;
 - (2) Any sidewalks, walkways, or multi-use paths on adjacent properties that extend to the boundaries shared with the site;
 - (3) Any Parking Lots intended to serve the site;
 - (4) Any sidewalk system along the perimeter Streets adjacent to the site;
 - (5) Any public transit station areas, transit stops, park and ride facilities, or other transit facilities on-site or along an adjacent Street; and
 - (6) Any adjacent or on-site public park, trail system, open space, greenway, or other public or Civic Space or amenity.

- b. As shown in **Figure 2-119.C: Pedestrian Walkways in Parking Lots**, Pedestrian walkways required above shall:
- (1) Be a minimum of 5 feet wide;
 - (2) Be distinguishable from areas used by vehicles in one or more of the following ways:
 - (i) Varying surfacing material, patterns, and/or paving color, but not including the painting of the paving material;
 - (ii) Varying paving height;
 - (iii) Decorative bollards; or
 - (iv) Raised median walkways with landscaped buffers;

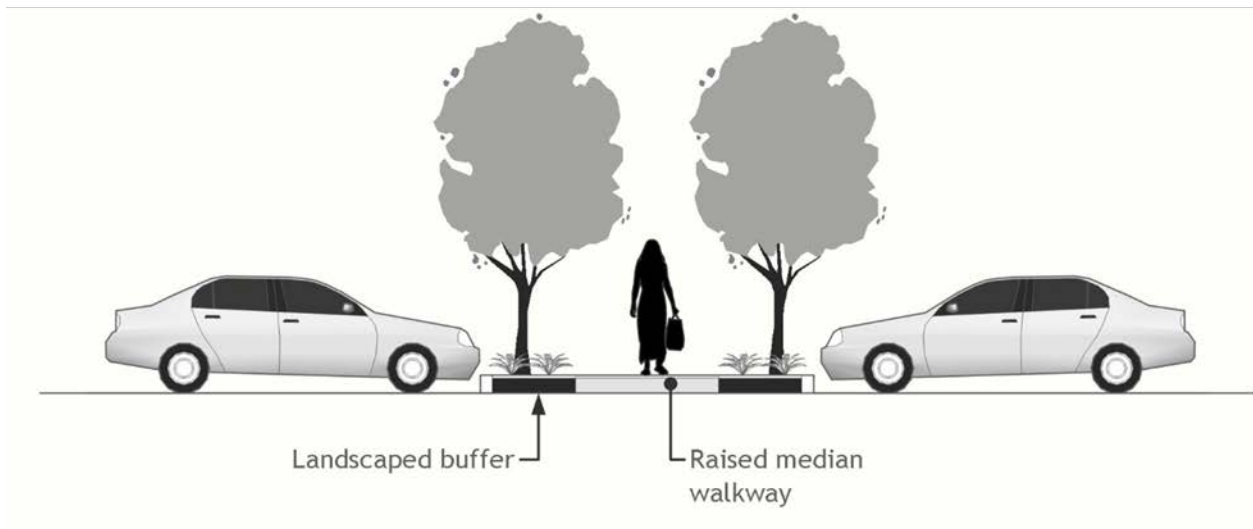


Figure 2-119.C: Pedestrian Walkways in Parking Lots

- (3) Be designed with similar and/or complementary details, colors, and finishes as other interconnected walkways;
- (4) Have adequate lighting for security and safety;
- (5) Be conveniently and centrally located on the subject property;
- (6) Be ADA-accessible; and
- (7) Not include barriers that limit pedestrian access between the subject property and required connections to adjacent properties.

D. Pedestrian Connectivity

Building façades that are longer than 400 feet in length must provide a midblock pedestrian connection through the building, as shown in **Figure 2-119.D: Midblock Pedestrian Connection**.

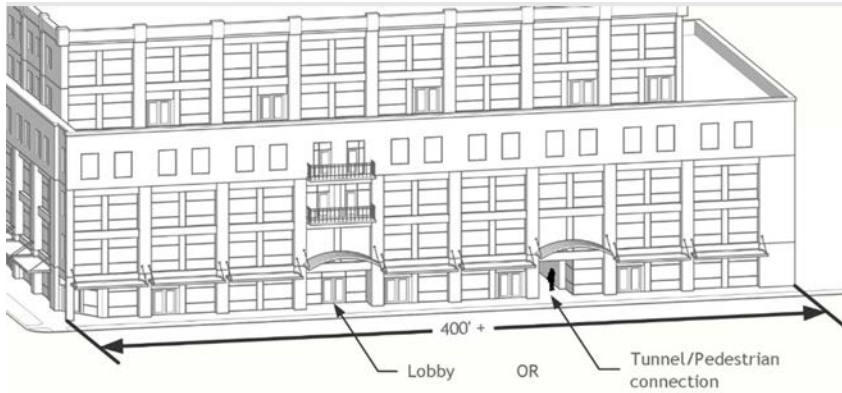


Figure 2-119.D: Midblock Pedestrian Connection

E. Private Garages and Surface Parking for Middle Housing.

1. Garages shall be located behind dwelling units and accessed by alleys or private drives.
2. Garages shall be setback a minimum of 5 feet from an alley or private drive. Any additional setback beyond 5 feet must be at least 18 feet from the edge of the alley/private drive. See **Figure 2-119.E: Rear Loading Garage Setback**.

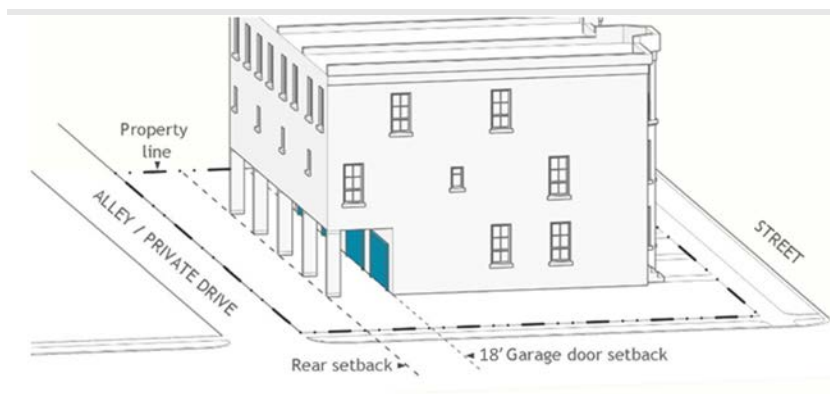


Figure 2-119.E: Rear Loading Garage Setback

3. Parking shall be designed to limit curb cuts and most efficiently park vehicles.
4. Parking may take place on a shared, paved Parking Lot or in shared driveways.

Sec 2-120. Pedestrian Realm Enhancements.

The Pedestrian Realm, as required by Section 2-119: Lot Layout and Site Design Regulations, shall include amenities to enhance the pedestrian experience. All pedestrian amenities shall comply with the City's Design Standards.

A. Pedestrian Amenities Required for All Development.

The Pedestrian Enhancement Zone must include the following amenities:

~~1. Pedestrian-scaled lighting poles or bollards no more than 15 feet in height shall be installed at intervals of 50-70 feet on-center and located an equal distance from street trees.~~

1. Pedestrian-scaled lighting poles or bollards, no more than 15 feet in height, shall be installed at even intervals where possible.

2. Shade Trees shall be installed at intervals of: One Tree shall be provided for every 40 linear feet of street frontage or portion thereof. Trees must be at least 10 feet in height and have a minimum 4-inch caliper immediately after planting. Tree caliper is measured 6 inches from natural ground level. The Director may credit each preserved Protected Tree in the Lake Pointe Redevelopment District by counting it as two Trees that would otherwise be required to comply with this requirement, if it substantially serves the purpose of this section to enhance the pedestrian experience.

3. The Director may allow or require minor deviations from the requirements of this section in order to compensate for an unusual site condition or to protect a natural feature or public infrastructure.

~~2.~~

~~a. 25-35 feet on-center for 2.5 to 3-inch caliper trees; or~~

~~b. 35-40 feet on-center for 4-inch caliper trees.~~

B. Additional Pedestrian Amenities for Nonresidential, Multi-Family, and Mixed-Use Buildings.

1. Applicability.

This subsection sets forth a range of options for pedestrian enhancements to improve the streetscape and foster a pedestrian-oriented environment. Sites shall provide pedestrian enhancements in the Pedestrian Enhancement Zone. Any combination of options from **Table 2-120.1: Pedestrian Enhancement Options** may be used to achieve a minimum of 8 points required for each site. To satisfy these requirements, amenities must be open and accessible to the public.

a. Middle Housing Exempt.

Lots exclusively occupied by Middle Housing shall not be required to provide additional pedestrian amenities as set forth in **Table 2-120.1: Pedestrian Enhancement Options**.

b. Pedestrian Enhancement Options

Table 2-120.1: Pedestrian Enhancement Options

Description	Points
Spaces and Areas	
An enhanced landscaped area provided such landscaped area has a minimum depth and width of 10 feet and a minimum total area of the lesser of 650 square feet or two percent of the net site area. Enhanced landscaping includes additional plant quantity and varieties, pedestrian accommodations, raised beds, and landscape walls or similar hardscape elements.	1 point (Maximum 3)
A playground, patio, or plaza with outdoor seating areas, provided the playground, patio, or plaza has a minimum depth and width of ten feet and a minimum total area of 300 square feet.	2 points
Shade provided for the playground, patio, or plaza using Canopies pergolas, shade trees (minimum 6-inch caliper), or other coverings.	2 points
Site Features	
At least one Blank Wall treatment: • Install trellises with climbing vines or plant materials along wall; • Provide a planting bed with plant material that screens at least 50 percent of the wall surface; or • Provide artwork on the surface.	1 point
Creative, ornate or decorative art installations, sculptures, murals, or other intentional artwork	1 point (Maximum 2)
Rain gardens, street-side swales, soil and turf management or other appropriate storm water infiltration system(s) to capture and infiltrate a minimum of 25 percent of site-generated stormwater (subject to Engineering approval)	3 points
Seating every 50 feet adjacent to the building or within the Pedestrian Enhancement Zone, provided such seating includes a variety of seating types and figurations, accommodates solitary and social activities, and provides a safe, comfortable seating surface with smooth, even surfaces and curved edges. The following kinds of seating may be used to meet the requirement: moveable seating, fixed individual seating, fixed benches with and without backs, and seating designed into architectural features (e.g., walls, planter ledges, and seating steps).	1 point
Shade provided for seating areas using Canopies, pergolas, shade trees (minimum 6-inch caliper), or other coverings.	1 point
Trash and recycling receptacles installed every 250 feet along the building frontage and at each building entrance adjacent to a pedestrian walkway	1 point

Sec 2-121. Building Design and Additional Development Standards – Multi-Family, Mixed-Use and Nonresidential Development

- A. *Building Arrangement.* Buildings on sites larger than 5 acres shall be organized to create pedestrian-friendly spaces and streetscapes and should be arranged to frame Streets and Civic Spaces (see Figure 2-121.A: Building Arrangement).



Figure 2-121.A: Building Arrangement

B. *Civic Space.*

1. A minimum of 5% of the Lake Pointe Redevelopment District shall be dedicated to Civic Space. Area within the Pedestrian Realm that is adjacent to a Street shall not count towards required Civic Space.
2. Civic Space shall be provided along waterfront properties. Where a trail is proposed, the minimum width shall be 10 feet.
3. In the Lake Pointe Redevelopment District, the park land dedication requirement set forth in Section 5-30 may be satisfied through the provision of Civic Space if:
 - a. The Civic Space contains recreational amenities, as described in Section 5-30.6; and
 - b. The Parks and Recreation Director approves of the proposed recreational amenities.

34. *Kiosks.* Kiosks, whether temporary or permanent structures, shall be permitted within a Civic Space provided that the structure:

- a. Is a maximum of 20 feet in height and no larger than 200 square feet;
- b. Is occupied by a use permitted in the LPR District;
- c. Complies with all applicable building codes; and
- d. Does not impede and is not located within any Clear Zone.

B.

C. *Building Orientation and Siting.*

1. Buildings shall be oriented so that the Primary Façade faces the Street or Civic Space.
2. A minimum of 70% of the Primary Façade along the Street shall be located within the Build-to Zone (see Figure 2-121.B: Building Siting).

3. On corner lots, a minimum of 30% of the side street building façade shall be located within the Build-to Zone (see Figure 2-121.B: Building Siting).

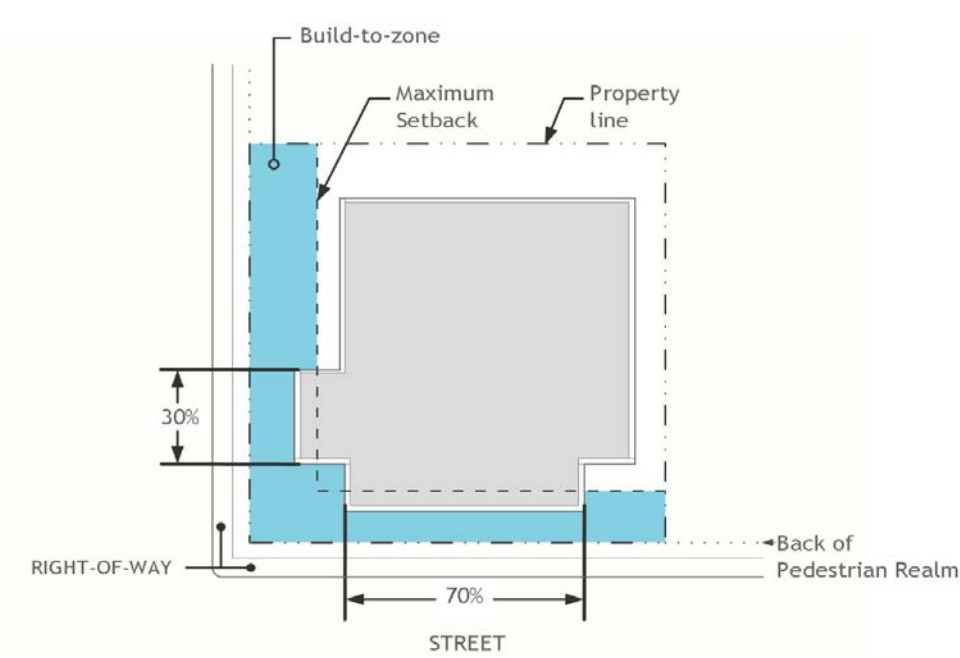


Figure 2-121.B: Building Siting

4. The minimum building siting requirement may be reduced for an outdoor seating and dining area as shown in Figure 2-121.C: Minimum Frontage Requirements - Outdoor Seating and Dining, provided such area is designed and located:
 - a. To avoid interference with any pedestrian access ramp from any abutting street onto the Clear Zone, and to avoid all areas required for maneuvering of wheelchairs and other ambulatory devices at the top of any pedestrian access ramp; and
 - b. To meet the standards for Clear Zone set forth in Section 2-119.A.2.

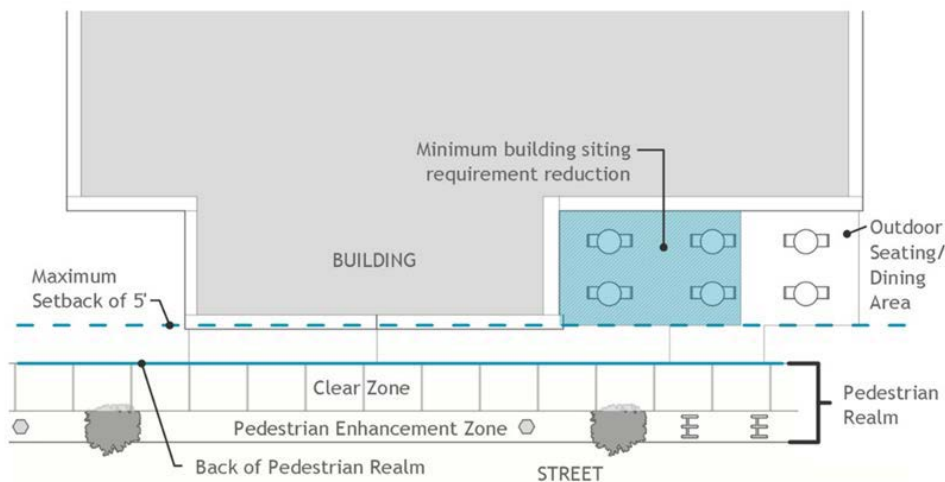


Figure 2-121.C: Minimum Frontage Requirements- Outdoor Seating and Dining

D. Building Entrances.

1. Each ground level building and separate tenant space shall have at least 1 Primary Entrance to the adjacent Street or Civic Space (see Figure 2-121.D: Building Entrances). Shared/common lobbies may count as a Primary Entrance for tenant spaces with entrances internal to the building.
 - a. If a natural geographic feature, such as a waterway or other major landscaping feature, public park, trail, or other open space is on or adjacent to the site, each building shall have a Primary Entrance connecting to the feature.
 - b. A corner entrance may count as a Primary Entrance for any intersecting features (see Figure 2-121.E: Orientation Toward Primary Street Frontage).

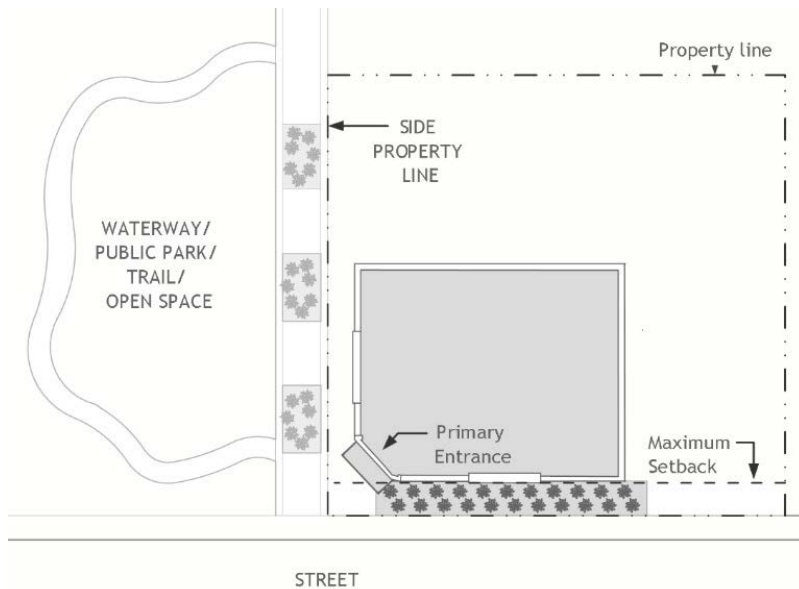


Figure 2-121.D: Orientation Toward Primary Street Frontage

2. Primary Entrances shall be defined and articulated with architectural elements such as pediments, columns, porticos, porches, overhangs, or other similar elements approved by the Director (see Figure 2-121.E: Building Entrances).
3. All ground-floor entrances shall be covered or inset to provide shelter from inclement weather. The inset or cover shall be no less than 20 square feet (see Figure 2-121.E: Building Entrances).

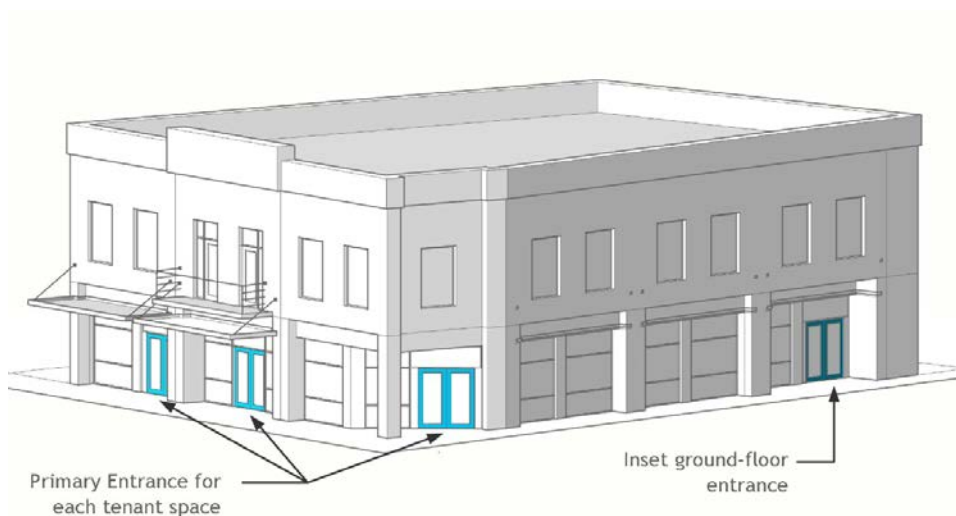


Figure 2-121.E: Building Entrances

E. *Ground Level Design.*

1. *Ground Level Multi-Family Residential.* All Buildings that have residential unit floor plates within 6 feet of finished grade shall meet the following standards:
 - a. The building shall include an entrance into the unit that is accessible from the Pedestrian Realm. Entrances above grade are considered accessible from the Pedestrian Realm.
 - b. Units shall include ground level windows that provide residents a view of the street and Pedestrian Realm.
 - c. Lobbies that provide access to upper stories may be located at grade level.
 - d. Any fencing used to enclose patios adjacent to the Pedestrian Realm may not exceed 4 feet in height.
 - e. All ground floor residential units along Streets shall maintain a minimum structural ceiling height of 13 feet to provide the opportunity for future conversion to nonresidential uses.
2. *Ground Level Nonresidential.*
 - a. All buildings that have nonresidential uses at ground level adjacent to the Pedestrian Realm shall meet the following requirements.
 - (1) Entrances shall be located at the approximate elevation of the adjacent sidewalk.
 - (2) Ground floors shall have a minimum clear height of 13 feet between finished floor and the ceiling or top plate. Mezzanines within the retail space shall be allowed per building code.
 - b. The ground level façade must include building elements that provide weather protection at least 6 feet deep along at least 75% of the façade.

F. *Building Form.*

1. *Building Mass.* Buildings shall be designed to reduce apparent mass, ground the building, provide visual relief, and reinforce pedestrian scale. This shall be accomplished by differentiating between the ground level and upper levels through architectural features. Examples of features include but are not limited to: Canopies, balconies, Arcades, varying materials, banding, noticeable change in color or shade, parapet walls, or other horizontal or vertical elements (see Figure 2-121.F: Façade Articulation, Building Form, and Transparency).
2. *360-Degree Architecture.* Those sides of a building that are not visible from the Street shall have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.
3. *Façade Articulation.* All Primary Façades and Street-facing façades shall provide visual relief which breaks or minimize the scale of the building. These façades shall not exceed 50 feet in length without incorporating 2 of the following elements:
 - a. Vertical building modulation of at least 12 inches in depth;
 - b. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bays, and having a change of wall plane that is a minimum of 6 inches in depth; and/or
 - c. A change in building material, siding style, or color.
4. *Transitions to Residential.* Buildings on sites adjacent to residential shall be designed to minimize impacts on Single-Family and Middle Housing Dwellings and maximize the privacy of residents by:
 - a. Locating sources of audible noise (e.g., heating and air conditioning units) as far away from lower intensity uses as practical;
 - b. Placing windows on the building to minimize direct lines of sight into neighboring homes; and
 - c. Orienting porches, balconies, and other outdoor living spaces away from neighboring homes.

G. **Building Transparency.** Façades that are oriented toward Streets or Civic Spaces shall meet the following transparency requirements, as shown in Figure 2-121.F: Façade Articulation, Building Form, and Transparency:

1. **Ground-Floor Transparency.**
 - a. For nonresidential uses, at least 40% of each ground floor façade shall be transparent.
 - b. For residential uses, at least 15% of each ground floor façade shall be transparent.
2. **Upper-Floor Transparency.** At least 20% of upper floors shall be transparent.



Figure 2-121.F: Façade Articulation, Building Form, and Transparency

3. **Transparency Standards.**
 - a. Windows and other materials intended to meet the minimum transparency requirements shall not be reflective or mirror-like in appearance.
 - b. Windows shall be individually defined with detail elements such as frames, sills and lintels or other elements that provide delineation between window panes.
 - c. "Storefront"-type glass walls shall not extend in a continuous unbroken façade longer than 50 feet (see Figure 2-121.G: Building Transparency - Storefront).

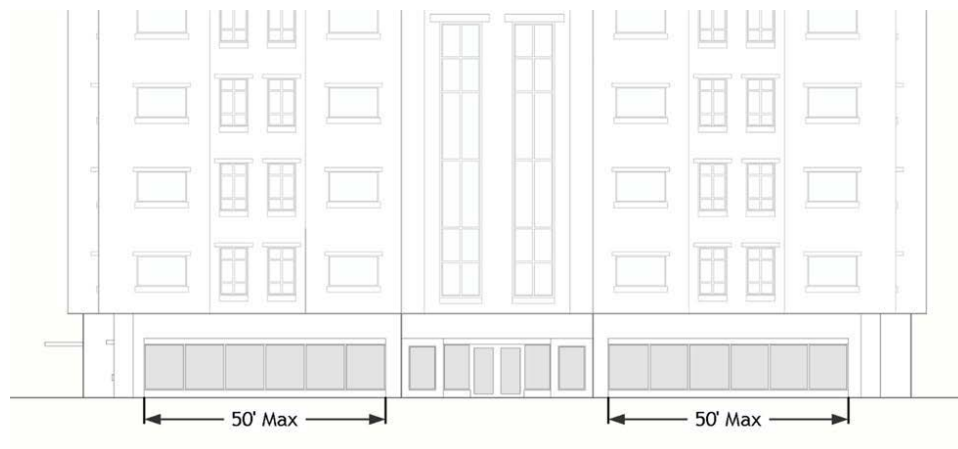


Figure 2-121.G: Building Transparency - Storefront

- H. *Additional Standards for Multi-Family Development.* In addition to the standards above, all Multi-Family development must provide additional amenities. Applicants shall select amenity options from the Development Application Handbook to achieve the minimum number of points required for the development as indicated below in Table 2-121.1: Required Points for Multi-Family Development by Number of Units. For purposes of meeting the minimum requirements of this Section, amenities include but are not limited to amenities such as a pool; fitness center; community gathering space (indoor or outdoor); business center; bicycle storage; balconies; multiple floor plans; enhanced building finishes; Leadership in Energy and Environmental Design (LEED) certification; and energy efficient appliances.

Table 2-121.1: Required Points for Multi-Family Development by Number of Units	
Number of Dwelling Units	Minimum Points Required
< 50	20 points
50—99	40 points
100—149	60 points
150—249	80 points
250—350	100 points
> 350	For every additional 50 units, an additional 10 points

Sec 2-122. Building Design – Middle Housing Development

A. Building Orientation and Entrances

1. Buildings shall be oriented so that the Primary Facade faces and provides pedestrian access to a Street, Civic Space, or Mews. Mews shall be a minimum of ~~30~~15 feet wide, measured from property line to property line, and include a 5-foot-wide paved walkway that connects and provides pedestrian access from each Dwelling Unit to a Street ~~or Civic Space~~.
2. The orientation of the Primary Entrance and façade of residential dwellings shall be consistent with the established pattern along the block face.
3. No residential structure shall be sited diagonally or otherwise skewed on the lot.

B. Building Form

1. Building Mass

Exterior walls shall be broken up to prevent the appearance of featureless walls using recessed entryways, bay windows, use of more than one exterior finish material, use of architectural details, or such other technique or combinations of techniques.

2. 360-Degree Architecture

Those sides of a building that are not visible from the street frontage shall have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.

C. Building Transparency

At least 15 percent of the area of Street-facing façades shall be windows or doors.

Chapter 5 – Subdivision Regulations

Clean Draft

Sec. 5-3. - Definitions.

- A. For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. Definitions not expressly prescribed herein are to be determined in accordance with customary usage in municipal planning and engineering practices. The words "shall" or "must" are always mandatory, while the word "may" is merely directory.

Access Easement: See Chapter 10 for definition.

Administrative Plat: A type of Final Plat, limited in application, which may be approved by the City Manager or Director under the provisions of Chapter 212 of the Texas Local Government Code. Minor Plats and Amending Plats are types of Administrative Plats.

Amending Plat: A type of Final Plat that controls over the preceding plat without vacation of that plat and is submitted for approval of certain dimensional and notational corrections and lot line adjustments under the provisions of Chapter 212 of the Texas Local Government Code.

Alley: See Chapter 10 for definition.

City: See Chapter 10 for definition.

City Engineer: This term shall apply only to such registered professional engineer or firm of registered professional consulting engineers that has been specifically designated as such by the City Manager.

City Manager: The person holding the position of City Manager as appointed by the City Council according to the City Charter.

Civic Space: See Chapter 10 for definition.

Comprehensive Plan: The Comprehensive Plan of the City and adjoining areas as adopted by the City Council and recommended by the Planning and Zoning Commission, including all its revisions. This plan indicates the general location recommended for various land uses, transportation routes, public and private buildings, streets, parks, water, sewer, and other public and private developments and improvements. The Comprehensive Plan can also be defined as the series of plans such as the Master Thoroughfare Plan, Water Master Plan, Pedestrian and Bicycle Master Plan, and Parks, Recreation, and Open Space Master Plan, among others.

Condominium: Joint ownership and control, as distinguished from sole ownership and control, of specified horizontal layers of air space; each condominium unit is individually owned, while the common elements of the condominium building, structure, or development are jointly owned. Condominiums may be commercial, industrial, recreational, or residential.

Cul-de-sac: A circular Right-of-Way in which a vehicle can turn 180 degrees around a center point or area. A cul-de-sac is a street having but 1 outlet and terminated on the opposite end by a vehicular turnaround (see Figure 5-3.A). The following are variations of cul-de-sac:

Court: A cul-de-sac with a depth of less than 150 feet.

Crescent: A type of cul-de-sac street in the shape of a half-circle with no more than 200 feet of width.

Elbow: A corner intersection of 2 streets marked with a cul-de-sac for vehicular turnarounds.

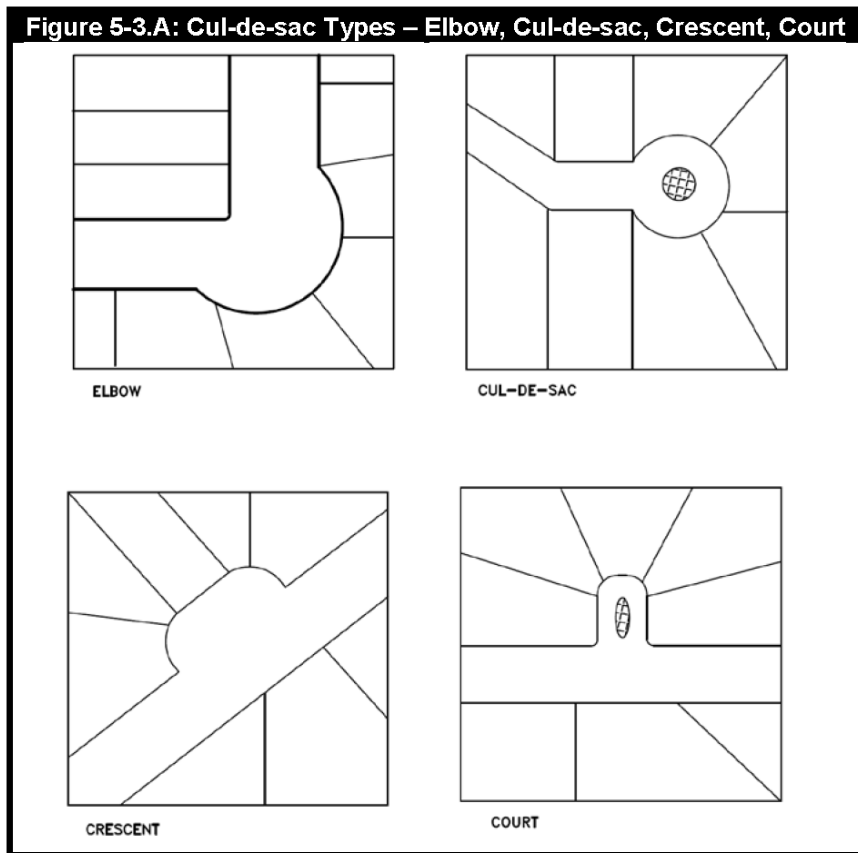


Figure 5-3.A

Dead-End Street: A street, other than a cul-de-sac with only 1 outlet.

Design Standards: The currently adopted document which provides the general requirements for the design of public improvements, private improvements that connect to or affect the public infrastructure and the supporting documents for approval in the City and its extraterritorial jurisdiction. Specific design criteria are included in the document. The Design Standards are incorporated into the Development Code as Chapter 6.

Development: A planning or construction project involving substantial property involvement and usually including the subdivision of land and change in land use character.

Development Review Committee: A committee of City staff members from various departments, such as Planning, Engineering, Building Permits and Inspections, Fire, and Public Works, tasked with reviewing and processing development applications.

Director: The person designated or assigned by the City Manager to administer the Subdivision Regulations or any other provisions of this Code. Director includes any person authorized to perform the duties of the Director.

Duplex: See Chapter 10 for definition.

Easement: Authorization by a property owner designating part of his or her property for the use by another for a specified purpose.

Engineer: A person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering and who is specifically qualified to design and prepare infrastructure construction plans, specifications and documents for subdivision development.

Final Plat: A map or drawing of a proposed subdivision prepared to meet all of the requirements for approval by the City. Distances shall be accurate to the nearest hundredth of a foot. The Final Plat of any lot, tract, or parcel of land shall be recorded in the records of Fort Bend County, Texas. A Short Form Final Plat is also Final Plat.

General Land Plan: A general or conceptual plan for an area proposed for partial or complete subdivision. The General Land Plan shall show the proposed locations of land uses, streets, phasing of development, important physical features, and other applicable information for the entire area to be developed.

Land Planner: Persons other than surveyors or engineers who also possess and can demonstrate a valid proficiency in the planning of residential, commercial, industrial, and other related developments, such proficiency often having been acquired by education in the field of landscape architecture or other specialized planning curriculum and/or by actual experience and practice in the field of land planning, and may be a member of the American Institute of Certified Planners.

Master Thoroughfare Plan: A plan adopted by the City Council which identifies the general routing and classification of proposed streets and thoroughfares. The plan may also establish the function and capacity of the various thoroughfares as they relate to the land uses they are proposed to serve.

Mews: See Chapter 10 for definition.

Middle Housing: See Chapter 10 for definition.

Minor Plat: A type of Final Plat that involves 4 or fewer lots or reserves fronting on an existing street that does not require the creation of any new street or the extension of municipal facilities. A Minor Plat is an Administrative Plat.

Off-Street Facility: Pedestrian and/or bicycle facilities located outside the paved area used by vehicles and includes Sidewalks, Sidepaths, and Shared Use Paths (trails).

On-Street Facility: Bicycle facilities located on the street, such as bicycle lanes, buffered bicycle lanes, shared lane markings, and cycle tracks.

Patio Home or Zero Lot Line Home: A single-family detached dwelling unit with a 0 building line on 1 side.

Pavement Width: The portion of a street available for vehicular traffic from back of curb to back of curb.

Person: Any individual, association, firm, corporation, governmental agency, or political subdivision.

Planned Unit Development (PUD): Land in the extraterritorial jurisdiction, under unified control, to be planned and developed as a whole in a single development operation or definitively programmed series of development operations or phases. PUDs promote the development of a tract of land in a unified manner and may allow for certain alternative standards from the established development standards for lot sizes, lot width, building lines, as established in this chapter.

Planning and Zoning Commission: Same as Commission. The Commission is appointed by the City Council under the provisions of the City Charter to approve subdivision plats and make recommendations on other planning issues as per City Charter.

Plat certificate: A certificate letter issued upon approval and recordation of the subdivision certifying that the subdivision has met all the requirements for a plat.

Point of Connection: A driveway connecting to a Public Street or Private Street that provides access into a development site. At a minimum, a Point of Connection must provide 1 ingress and 1 egress. For example, 1 Point of Connection can be a two-way driveway or 2 opposite-direction one-way driveways.

Preliminary Plat: A map or drawing of a proposed subdivision illustrating the general features of the development for review and approval by the Commission, but not suitable for recordation in the county records. The Preliminary Plat is designed to allow the subdivider to obtain approval of the general lot and street layout of a development prior to investment in detailed information contained in a Final Plat and related engineering public infrastructure construction plans.

Private Infrastructure: Infrastructure designated as private on a recorded plat, and may include streets, sidewalks, streetlights, and any other street related appurtenances.

Private Streets, Residential and Nonresidential: A privately owned and maintained street that is designated as such and is a separate reserve on a plat.

Property Owners Association: An incorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the subdivision, planned unit development, condominium or townhouse regime, or similar planned development.

Public Improvements: Any improvement, facility, or service together with its associated public site or Right-of-Way necessary to provide transportation, drainage, water, sewer, or similar public services.

Public Utility: Any entity, other than the City, that provides utility services to the public, such as water, sewer, electric, or gas.

Radial Lot: A lot fronting onto a curvilinear street such as an elbow, cul-de-sac, crescent or court (see Figure 5-3.A.).

Record Plat: A plat of any lot, tract, reserve, or parcel of land that is recorded with the Fort Bend County clerk following final approval by the City.

Replat: The resubdivision of all or any part of a subdivision or any block or lot of a previously platted subdivision.

Reserve: A reserve is the same as a Lot and subject to the same platting requirements. Nonresidential lots are typically known as reserves within this Chapter.

Short Form Final Plat: A type of Final Plat that involves no more than 4 lots, tracts or reserves; located within an existing public street circulation system; meeting the existing zoning requirements if located within the City; does not propose to vacate public street Rights-of-Ways or easements; and meets other requirements as set forth in Sec. 5-12 of this Chapter. A Short Form Final Plat combines the requirements of a Preliminary Plat and a Final Plat into one process.

Sidewalk: A pedestrian facility adjacent to a roadway. The City's Design Standards identifies requirements for Sidewalks.

Sidepath: A shared pedestrian and bicycle facility adjacent to a roadway. The City's Design Standards identify requirements for Sidepaths.

Shared Use Path (Trail): A shared pedestrian and bicycle facility not adjacent to a roadway. The City's Design Standards identify requirements for Shared Use Paths.

Site Plan: A plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations. Site Plans include lot lines, streets, building sites, reserved open space, easements, driveways, and other features in accordance with graphic requirements identified in the Development Application Handbook.

Street: See Chapter 10 for definition.

Street Width (Rights-of-Way): The shortest distance between the lines which delineate the Rights-of-Way of a street.

Subdivider: Any person or any agent thereof dividing or proposing to divide land so as to constitute a subdivision as that term is defined herein. The term "subdivider" shall be restricted to include the owner, equitable owner, or authorized agent and is synonymous with developer.

Subdivision (also addition): A division of a lot, tract, or parcel into 2 or more Lots, tracts, or parcels or other divisions of land for sale or development; however, when such lot, tract, etc., is divided for sale or development and the remaining Lot is more than 5 acres, the remainder does not have to be platted.

Subdivision shall include the dedication of public streets, access easements, utility easements and fire lanes. The resubdivision or replatting of lots in a previous subdivision is a subdivision.

Surveyor: A registered professional land surveyor, as authorized by state law, to practice the profession of surveying.

Townhome: A residential unit that shares at least 1 common or party wall with another unit. Each unit and the land upon which it stands is individually owned, subject to a party wall agreement with the adjacent owner.

Tract: A tract is the same as a Lot and shall be subject to the same platting requirements.

Zoning ordinance: The ordinance which sets forth land use regulations and standards within the corporate limits of the City.

B. General definitions may be found in Chapter 10.

Sec. 5-19. - Streets.

A. *General Provisions.*

1. The arrangement, character, extent, width, grade, and location of all streets shall conform to the Master Thoroughfare Plan and the current Design Standards, and shall be considered in their relation to existing and planned streets or driveways, to topographical conditions, to public safety and in their appropriate relation to the proposed uses of the land to be served by such streets.
2. All streets shall be paved in accordance with the current Design Standards.
3. All lots, tracts, and reserves shall have frontage on an approved Public Street, Private Street, Primary Access Easement, or as otherwise provided in this Section.
 - a. Single-family Lots shall have frontage on an approved Public Street or Private Street.
 - b. Nonresidential, townhome, and multifamily Lots, tracts, and reserves shall have frontage on an approved Public Street, Private Street, or Primary Access Easement provided that nonresidential subdivisions:
 - 1) Thirty-two acres or less may utilize a combination of Public Street, Private Street, and Primary Access Easements for access within and around the subdivision, subject to the provisions of this Section.
 - 2) More than 32 acres, in order to provide adequate vehicular circulation:
 - a) Shall provide a Public Street or Private Street through the development connecting to a Public Street in 2 locations as far apart as possible, and
 - b) Do not qualify for use of Primary Access Easements as the sole means of access through the subdivision.
 - 3) For the purposes of calculating the total acreage of a subdivision, all contiguous property under the same ownership must be included, and a property cannot be subdivided or its acreage calculated in separate pieces to avoid the requirements of this subsection.
 - c. In the LPR district, Middle Housing lots shall have frontage on an approved Public Street, Mews, or Civic Space and vehicular access shall be provided via an Alley.
4. No existing public street in a subdivision shall be converted to a private street.
5. No private street in a developed subdivision shall be accepted as a public street.
6. Maintenance access to a landscape, drainage or open space reserve may be provided through an adjoining reserve by access easement or use designation on the reserve.
7. General transportation requirements. The provisions of this Section 5-19 (Streets) are subject to the applicable provisions of Chapter 1, Article II (Street System Improvements) of the Development Code.

B. *Residential Private Streets.*

1. *Approval of Residential Private Streets.* Residential Private Street may be approved:
 - a. Within the City through a Planned Development (PD) District as authorized by Chapter 2, Article II of this Code, and
 - b. Within the extraterritorial jurisdiction (ETJ) through a Development Agreement approved by City Council as authorized by Chapter 5, Article III of this Code.
 - c. Once approved through a PD or a Development Agreement, the Final Plat must include plat notes reflecting the requirements for Private Streets established in this Section.
2. *Requirements for Residential Private Streets.* Residential Private Streets must:

- a. Comply with the City's Design Standards for public streets.
 - b. Be designated on the plat and the plat shall contain specific notes stating that the City is not responsible for the maintenance of private streets, sidewalks, or streetlights contained within the private subdivision section, and that the applicable property owner association shall be responsible for maintenance of the private infrastructure within the subdivision.
 - c. Not be an Arterial or Collector Street on the Master Thoroughfare Plan, not adversely affect existing traffic circulation on adjacent public streets, and not have a negative impact on planning for the area.
 - d. Have a maximum travel distance of 2,000 feet from a connecting Public Street, unless a specific approval is applied for and granted following a technical review by the City Engineer.
 - e. Provide access to police, fire, emergency vehicles, utility operations and maintenance, and other municipal personnel as needed, and such access be so noted on the plat.
 - f. If gated, have access control devices located in accordance with the Design Standards, and meet other regulations adopted by the City, including redundancy requirements. The developer shall provide to the City all equipment necessary to operate the access control devices, as determined by the City and at no cost to the City. Access control devices must comply with specifications required by the City Fire Marshal.
 - g. Include a readily visible sign giving notice that the street is private.
3. *Developer Obligations for Residential Private Streets.* The developer shall record subdivision covenants approved by the City prior to the sale of any lot in the subdivision. Covenants shall require at a minimum that:
- a. Property owners shall pay monthly or annual assessments into a maintenance and capital replacement fund restricted for use for maintenance and repair cost for the Residential Private Streets in the subdivision.
 - 1) The monthly or annual assessments shall be initially established in an amount that will, at the end of the first 5 years of the assessments, not be less than 3% of the initial cost, adjusted for inflation, of constructing the private infrastructure in the subdivision.
 - 2) Thereafter, the monthly or annual assessment shall be established in an amount that will, at the end of 35 years, not be less than the reconstruction cost of the private infrastructure, adjusted for inflation.
 - 3) The property owners association shall utilize this maintenance and capital replacement fund to maintain the private infrastructure in the subdivision.
 - b. Property owners shall pay monthly or annual assessments to perpetually maintain the markings or postings required for fire lanes and the required signs giving notice of the private street and to provide access control mechanisms for emergency vehicles.
 - c. Homeowners release the City from any damage to the Residential Private Streets and sidewalks that may be caused by maintenance, repair or replacement of public utilities.
4. *Residential Private Streets Accounting Report.* The Property Owners' Association responsible for maintaining Residential Private Streets established after July 21, 2015, shall:
- a. Submit to the City an affidavit setting forth an annual financial report, using a standard City format, indicating the funds set aside in the required private street maintenance and capital replacement fund.
 - b. 10 years after first certification of compliance of a private street within a development, provide to the City every 5 years a reserve fund study for private infrastructure, using a standard City format. The reserve fund study must be signed and sealed by a registered engineer. The study shall include, but not be limited to, the following:
 - 1) Location of infrastructure,

- 2) Age of infrastructure,
- 3) Expected life of infrastructure,
- 4) Cost to replace infrastructure,
- 5) Funds in maintenance and capital replacement fund account:
 - a) Maintenance and capital replacement fund must comply with required funding of this Section.
- 6) Determination of whether funds will be sufficient to maintain and replace private infrastructure, and
- 7) Determination whether assessments need to be increased to retain sufficient fund for maintenance and replacement of private infrastructure.

C. *Nonresidential Private Streets.*

1. Nonresidential Private Streets may be utilized when a subdivider constructs a street serving nonresidential reserves that will serve the functions of a typical public street but be privately owned and maintained. Access is provided to individual lots or reserves by a private platted street shown as a Reserve on the plat. Nonresidential Private Streets may be approved:
 - a. Within the City through a Planned Development (PD) District as authorized by Chapter 2, Article II of this Code, and
 - b. Within the extraterritorial jurisdiction (ETJ) through a Development Agreement approved by City Council as authorized by Chapter 5, Article III of this Code.
 - c. Once approved through a PD or a Development Agreement, the Final Plat must include plat notes reflecting the requirements for Private Streets established in this Section.
2. Nonresidential Private Streets must:
 - a. Comply with all City codes and standards for public streets.
 - b. Be designated on the plat and the plat shall contain specific notes stating that the City is not responsible for the maintenance of private infrastructure contained within the private subdivision section, and that the applicable property owner association shall be responsible for maintenance of the private infrastructure within the subdivision.
3. The Developer shall record subdivision covenants approved by the City prior to the sale of any lot or reserve in the subdivision. Covenants shall require at a minimum that:
 - a. Property owners shall pay monthly or annual assessments into a maintenance and capital replacement fund restricted for use for maintenance and repair cost for the Nonresidential Private Streets in the subdivision.
 - 1) The monthly or annual assessments shall be initially established in an amount that will, at the end of the first 5 years of the assessments, not be less than 3% of the initial cost, adjusted for inflation, of constructing the private infrastructure in the subdivision.
 - 2) Thereafter, the monthly or annual assessment shall be established in an amount that will, at the end of 35 years, not be less than the reconstruction cost of the private infrastructure, adjusted for inflation.
 - 3) The property owners association shall utilize this maintenance and capital replacement fund to maintain the private infrastructure in the subdivision.
 - b. Property owners shall pay monthly or annual assessments to perpetually maintain the markings or postings required for fire lanes and the required signs giving notice of the private street and to provide access control mechanisms for emergency vehicles.
4. *Primary Access Easements.* A Primary Access Easement is a privately maintained main access route that serves 1 or more lots or reserves, but does not typically serve the full function of a

public or private street (see Figures 5-19.A and 5-19.B). Primary Access Easements may be required when shared driveway access is necessary to meet driveway spacing requirements along a Public Street or Private Street.

- a. For lots, tracts, or reserves, with frontage on a public or private street, a connection to a Primary Access Easement is not required if the development has the acreage (X) and minimum points of connection (Y) as identified in the following chart:

Maximum Acreage (X)	Minimum Points of Connection to a Public Street or Private Street (Y)
5.0 or less	1
5.01 - 14.0	2
14.01 - 23.0	3
23.01 - 32.0	4

- b. For the purposes of calculating the total acreage of a development:
 - 1) All contiguous property under the same ownership must be included, and a property cannot be subdivided or its acreage calculated in separate pieces to avoid the requirements of this subsection.
 - 2) When 2 properties share a driveway, the total acreage and Points of Connection may be calculated together to determine if a Primary Access Easement is required.

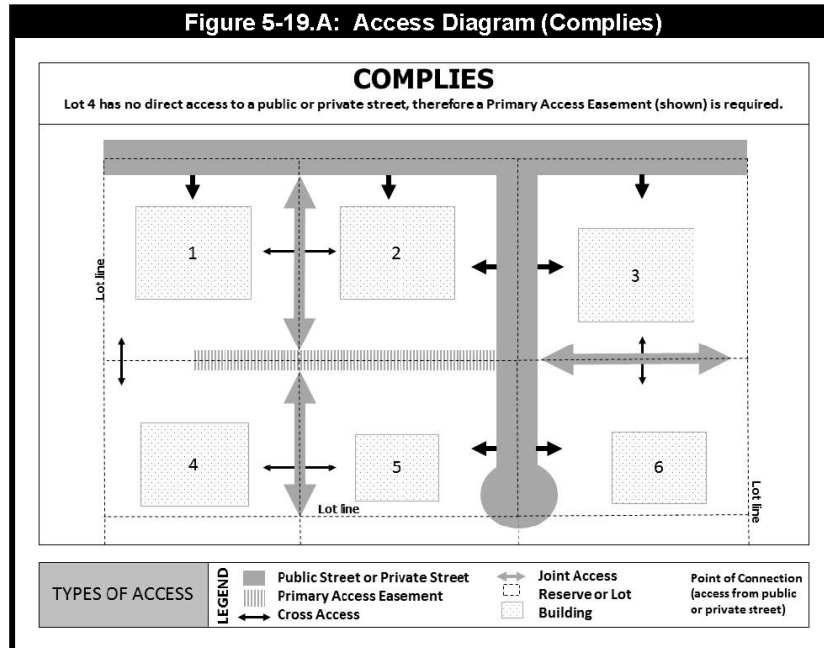


Figure 5-19.A

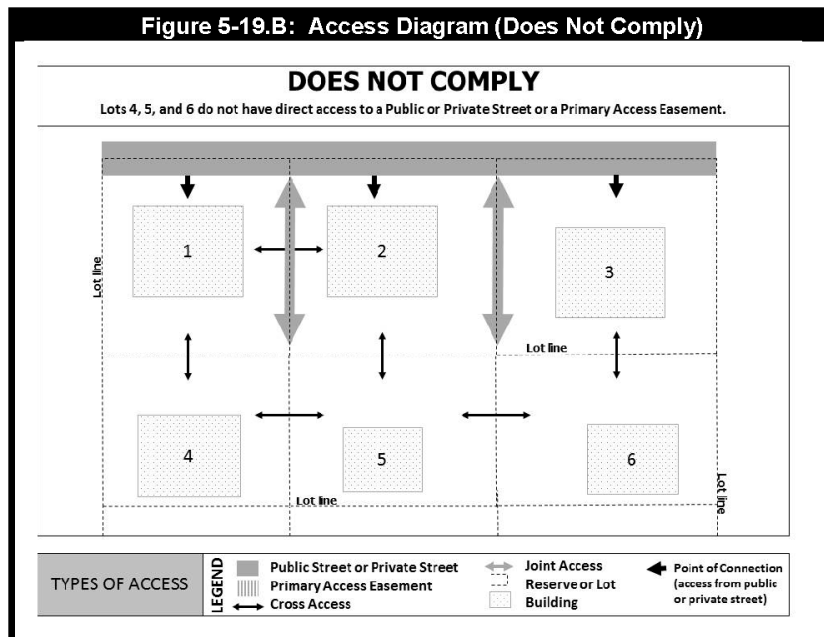


Figure 5-19.B

- c. Primary Access Easements in the City and the ETJ shall comply with the following requirements: (see Figure 5-19.C and Figure 5-19.D)
- 1) Minimum number of traffic lanes: 2 lanes
 - 2) Minimum lane width: 11 feet
 - 3) Easement width: 23 feet

- 4) Minimum vertical clearance: 15.5 feet
- 5) Minimum lateral clearance: 6 feet
- 6) On-street parking is prohibited
- 7) Sidewalks.
 - a) Sidewalks shall be a minimum of 5 feet wide.
 - b) A 3 foot clear area shall be located between the curb and the sidewalk.
 - c) If the Primary Access easement serves a single lot, tract, or reserve, a sidewalk is only required on one side of the Primary Access Easement. If the Primary Access Easement serves 2 or more lots, tracts, or reserves, sidewalks are required on both sides of the Primary Access Easement.
 - d) *If the street to which a Primary Access Easement connects is not required to have pedestrian and bicycle facilities, the Primary Access Easement is not required to have sidewalks. However, if a Primary Access Easements connects to multiple streets, and one of the streets is required to have pedestrian and bicycle facilities, the Primary Access Easement must have sidewalks.*

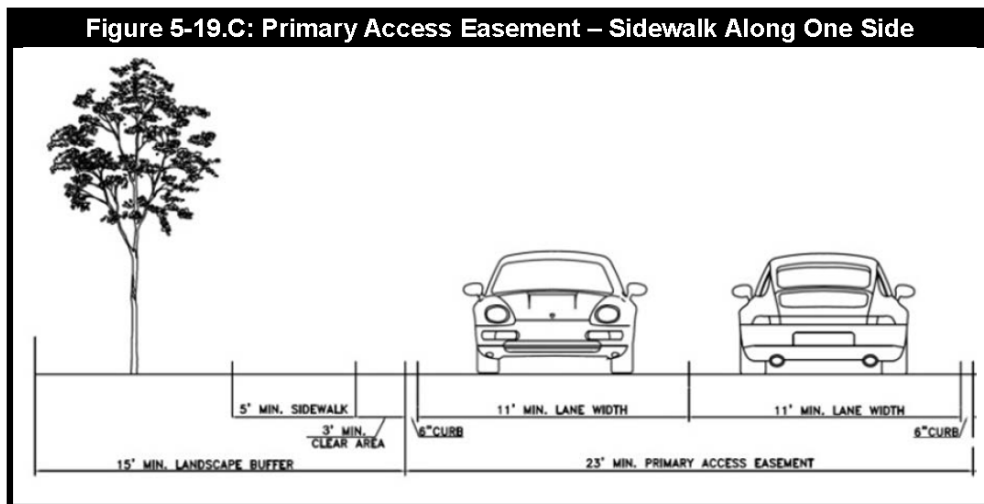


Figure 5-19.C

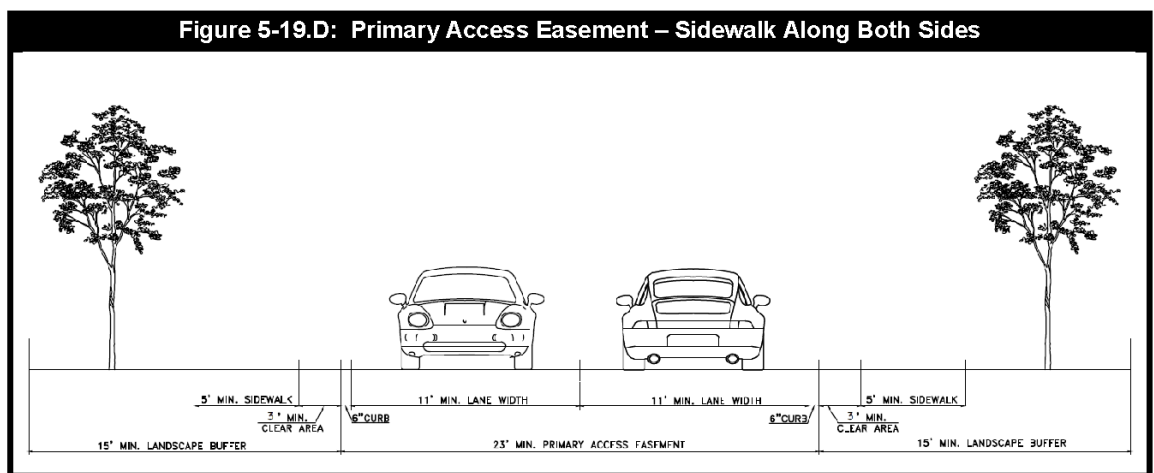


Figure 5-19.D

- 8) *Paving.* Primary Access Easements shall follow paving standards specified in the Design Standards for public streets. Primary Access Easements may use enhanced or alternative paving materials as approved by the City Engineer.
- 9) *Easements.* Where a Primary Access Easement is located on a common property line between 2 reserves, the Easement shall be evenly divided between both reserves.
- 10) *Vehicle intrusion.* Sidewalks adjacent to Primary Access Easements must be protected from vehicle intrusion by curbs or similar Structures. Where head-in parking is provided adjacent to a sidewalk, a 3-foot clear area shall be provided between the sidewalk and head-in parking see (Figure 5-19.E).

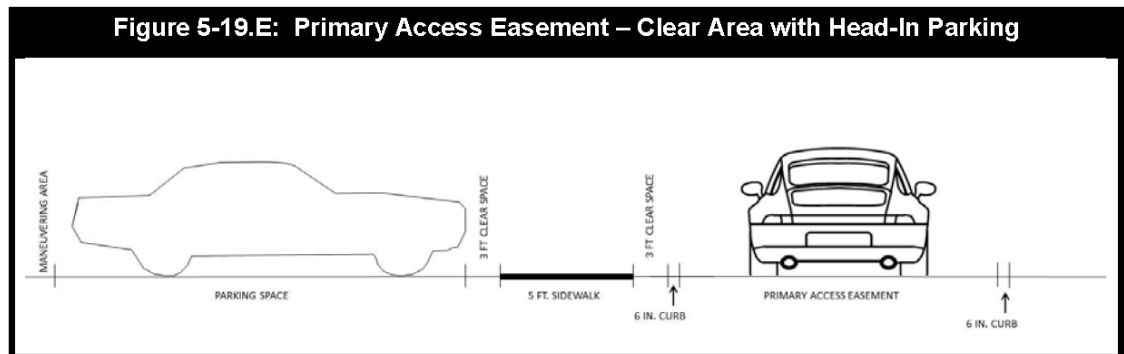


Figure 5-19.E

- 11) *Pedestrian Public Access Easement.* A public access easement allowing for pedestrian public access shall be provided on the plat or recorded by separate instrument.
- 12) *Maintenance Agreement.* A recorded maintenance agreement indicating specific maintenance provisions between the property owners shall be submitted to the City prior to the approval of a Site Plan Package containing a Primary Access Easement.
- 13) *Flag Lots.* Flag lots may not be used to circumvent the requirement for a Primary Access Easement (see Figure 5-19.F).

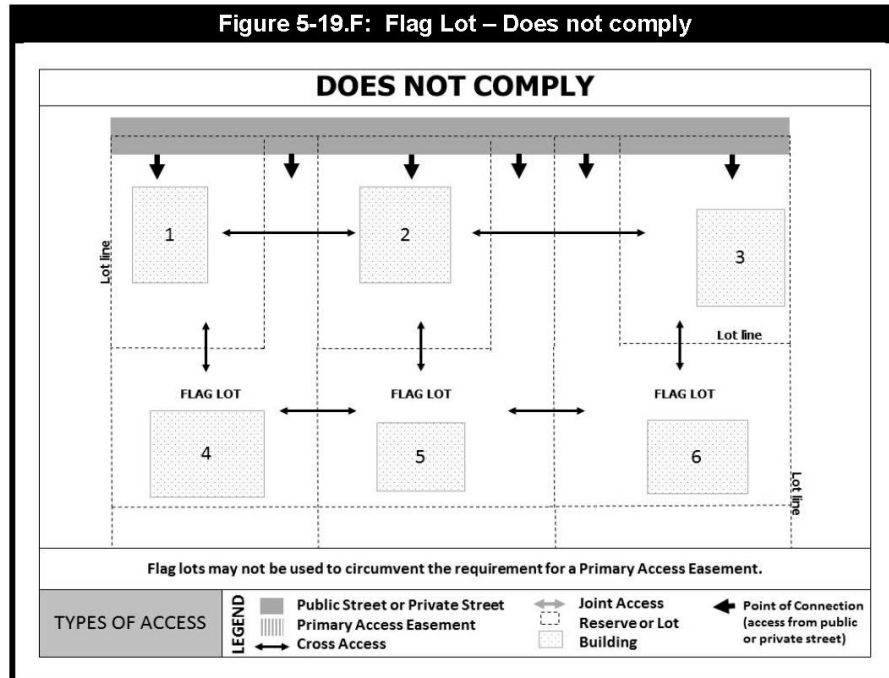


Figure 5-19.F

- 14) Primary Access Easement shall serve as a public access easement for all City and County services including police, fire, emergency vehicles, and utility operations and maintenance personnel and shall be so noted on the plat.
 - 15) Alternative standards for Primary Access Easements may be approved by the City Engineer as per Sec. 5-54.
- d. In addition to the aforementioned requirements, Primary Access Easements in the City shall comply with the following:
- 1) *Lighting*. Lighting must comply with the street lighting standards established in the Design Standards.
 - 2) *Landscaping and Street Trees*. Trees shall be planted within the landscape area adjacent to the sidewalk and may not be located in the clear area between the curb and sidewalk. See Article XV: Landscaping and Screening Regulations for additional requirements.
- D. [Reserved.]
- E. *Additional Regulations*.
1. The minimum requirements for design and construction of streets are detailed in the Design Standards.
 2. *Streets Not in Master Thoroughfare Plan*. When a street is not on the Master Thoroughfare Plan, the arrangement of streets in a subdivision shall:
 - a. Provide for the continuation or appropriate protection of existing streets in surrounding areas; or conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuance or conformity to existing streets impracticable.
 - b. Provide for future access to adjacent vacant areas which will likely develop in the future.

- c. Resolve alignment with existing Right-of-Way and driveway openings.
- 3. *Minor Residential Streets.* Minor residential streets shall be so designed that their use by through traffic will be discouraged.
- 4. *Street Widths.* Street Right-of-Way widths shall be as shown on the Master Thoroughfare Plan.
- 5. *Half Streets.* Half streets shall be prohibited, except when essential to the reasonable development of the subdivision in conforming with the other requirements of these regulations and the Master Thoroughfare Plan, and where the City Council finds it will be practical to require the dedication of the other ½ when the adjoining property is subdivided. Whenever a partial street previously has been platted along a common property line, the other portion of the street shall be platted.
- 6. *Dead-End or Stub Streets.* Dead-end or stub streets are temporary in nature and are not allowed except to provide for access to adjacent land areas and in no case shall be more than 250 feet in length or equal to 1 lot depth, whichever is greater. A temporary turnaround shall be provided and indicated on the plat.
- 7. *Street Access Buffers.* To prevent access from abutting undeveloped property, the City may approve a plat with an undedicated strip of land parallel to the plat boundary where any portion of a proposed street abuts undeveloped acreage. The plat shall specifically provide that the undedicated strip of land will automatically terminate and be dedicated for and may be used for street Right-of-Way when construction of a connecting street is undertaken by a governmental entity or otherwise approved for connection in accordance with City regulations. Except as required by the City in this Article as "street access buffers," strips of land controlling access to or egress from other property, or to or from any street or alley, or having the effect of restricting or damaging the adjoining property for subdivision purposes, or which will not be taxable or accessible for special improvements, shall not be permitted in any subdivision.
- 8. *New Streets.* New streets which are an extension of existing streets shall bear the names of existing streets and shall be dedicated with appropriate transitions and widths.
- 9. *Street Names.* New street names shall not be named to duplicate or cause confusion with existing street names. New street names shall be approved by the Commission when the Final Plat is approved. Courts shall have street names. Crescents and elbows shall not have separate street names. Streets that have no houses fronting on them shall also have a street name.
- 10. *Street Lighting.* Street lighting shall conform to the latest edition of the Illuminating Engineering Society Handbook and City's Design Standards. Prior to the recordation of the Final Plat, the developer shall pay to the City current cost of acquiring and installing the street lights along public streets and the cost of operating and maintaining the street lights for 3 years, as determined by the City.

F. *Alleys.*

- 1. *Nonresidential Alleys.* Alleys shall be allowed in commercial and industrial districts, except that the City may require that definite and assured provision is made for service access, such as off-street loading, unloading and parking consistent with and adequate for the use proposed.
- 2. *Residential Alleys.* Unless required by a property's zoning designation, alleys shall not be required but may be allowed to connect to a subdivision with existing alleys for the purpose of providing continuity on providing parallel secondary access.
- 3. *Dead-End Alleys.* Permanent dead end and "hammerhead" alleys are prohibited. All alleys shall have adequate turnouts and street entrances such that vehicular traffic flow is continuous and efficient. Where a temporary dead end alley situation is unavoidable (such as due to project phasing), a temporary, paved cul-de-sac or turnout onto a street, either of which will require a temporary alley easement, shall be shown on the plat. If a permanent dead-end alley is unavoidable due to unique, site-specific constraints, an adequate turnaround facility shall be provided as determined by the City Engineer.

4. Alleys may not exceed a maximum length 1,400 feet unless otherwise approved by a Specific Approval by the City Engineer. The maximum length for alleys that serve lots that front on Mews or Civic Space is 500 feet.
5. Alleys shall be constructed to meet the requirements of the Design Standards.

Sec. 5-20. - Blocks.

- A. The length, width, and shapes of blocks shall be determined with due regard to:
 - 1. Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - 2. Zoning requirements as to lot sizes, setbacks, and dimensions, if applicable.
 - 3. Needs for convenient access, circulation, control, and safety of street traffic.
- B. Length and widths shall be in conformance with the Design Standards. In general, intersecting streets, determining the blocks, lengths and widths, shall be provided at such intervals as to serve cross-traffic adequately and to meet existing streets or customary subdivision practices.
 - 1. Minimum block length 500 feet; however, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied having due regard for connecting streets, circulation of traffic and public safety. The minimum block length in the LPR District shall be 200 feet.
 - 2. Maximum block length 1,200 feet, except where no existing subdivision controls, the block length may increase to 1,400 feet. The maximum block length in the LPR District shall be 600 feet.
 - 3. When possible, the block width or depth shall allow 2 tiers of lots back-to-back except when prevented by the size of the property or the need to back on an Arterial street identified. When adjacent to an Arterial street, the subdivider may not double front lots.
- C. Blocks shall be numbered consecutively within the overall plat.

Sec. 5-30. - Park Land Dedication.

The dedication of public park land or private recreational facilities shall comply with the following park land dedication requirements and the Parks, Recreation, and Open Space Master Plan of the Comprehensive Plan:

1. In view of the fact that land when subdivided increases in value to the owner and that residential subdividing increases the burden on the City's park and recreation facilities, the City shall require residential subdividers to offset some of this additional burden by dedicating suitable sites for park and recreation purposes or to make a cash deposit to the City in lieu thereof.
2. The method of assuring that adequate and suitable areas for park and recreation sites are set aside shall be guided by the Comprehensive Plan and shall be governed by the following standards and regulations:
 - a. The subdivider or developer shall dedicate a site or sites for park and recreation purposes at the time that the plat is recorded at a location(s) recommended by the developer and approved by the City, at a ratio of 1 acre of park for every 350 persons in the subdivision or development. This ratio is the City standard number of acres of park to be available in ratio to the increment of population added and to be served by the completely developed subdivision or development complex. Such added population being computed at the rate 3.5 persons per single-family residence or 2.4 persons per multifamily living unit. The City Council shall have final approval of any public parkland site(s) selected. The following definitions and conditions shall apply if there is a site dedication for park purposes:
 - 1) The area of the park or recreation site to be dedicated shall be appropriate in area, shape and terrain for the uses intended for it in the Parks, Recreation, and Open Space Master Plan. Where streets, ditches or easements infringe on or are part of the area to be dedicated, the City Council must determine whether to agree to the acceptance of those areas. Any infringements that make the area unsuitable for parks and recreation uses shall not be considered as part of the required park dedication acreage.
 - 2) When a subdivision or complex is to be developed in stages or units and the required park site is to be provided in future stages or units, a binding agreement concerning the size, improvements and tentative location of the park site(s) must be delivered with the Final Plat of the first stage or unit.
 - 3) The foregoing subsections shall not apply in the case of a replat of a plat, subdivision or addition that has previously met facility requirements, or the resubdividing or existing single lots, unless the replatting results in an increase in facility requirements.
 - 4) Each park and recreation site shall, upon completion of all construction of surrounding facilities, have ready access to a public street.
 - 5) The first priority in meeting parks and recreation facilities needs shall be the commitment of neighborhood park sites. Each neighborhood will be defined in the Parks, Recreation, and Open Space Master Plan, should be approximately 1 square mile and serve approximately 2,000 single-family housing units. Neighborhood parks should be public and of about 10 acres in size, centrally located, and easily accessible by foot from all parts of the neighborhood. Coordination of school and park sites is encouraged; therefore, the public park areas shall be reduced to 5 acres in size if properly coordinated with adjacent school recreation facilities.
 - 6) Up to 50% of the park and recreation facility requirements may be met by private park and recreation facilities as long as these facilities meet requirements of Section 5-34 of this Chapter.
 - 7) Park and recreation facilities in the City shall be dedicated to the City upon City Council approval unless approved as a private park site under terms of subparagraph 6. above. Park and recreation facilities in the City's corporate jurisdiction shall be dedicated to the

City. If the City does not wish to accept the dedication of public park land in its corporate jurisdiction, it shall be dedicated to the county, municipal utility district, or a homeowners' association, as defined by Section 5-34 herein.

- 8) At the time of dedication of a site for park purposes, the subdivider or developer shall furnish the City, at subdivider's or developer's expense, an owner's title insurance policy on standard printed owner's form covering the park and recreation sites in the amount of the value of the property subject only to exceptions acceptable to the City which will not materially affect its value for park and recreation purposes.
3. The City Council may elect to accept money as an alternative to the dedication of part, or all, of the park land under any of the following conditions:
 - a. Where there is no public park required by the Comprehensive Plan;
 - b. If the developer does not wish to establish private parks; or
 - c. Where the subdivision is too small to dedicate park sites sufficiently large enough to be economically operated.
4. For a subdivider or developer to pay a fee in lieu of land, the subdivider must submit a written request to the Director. The City Council will take into consideration recommendations from the Development Review Committee and Parks and Recreation Director as to whether to require a land dedication or accept a fee in lieu of land. If the request to pay the fee is approved, payment shall be made by submitting a cashier's check to the Director after the time of Final Plat approval but prior to the time the plat is filed with the County Clerk's office, or prior to the issuance of a building permit.
5. Money in lieu of Park Land fees are identified in Chapter 2 of the Code of Ordinances.
6. Improvements. The developer may improve the park area by the addition of playgrounds, swimming pools, tennis courts or similar recreational amenities. If the area has fulfilled the commitment for neighborhood park space, the City shall allow a 100% credit for the original cost of the improvements to public parks as money in lieu of land and shall allow a 50% credit for the original cost of the improvements to private parks as money in lieu of land.
7. In the Lake Pointe Redevelopment District, the park land dedication requirement set forth in this section may be satisfied through the provision of Civic Space if:
 - a. The Civic Space contains recreational amenities, as described in Sec 5-30.6; and
 - b. The Parks and Recreation Director approves of the proposed recreational amenities.

Chapter 5 – Subdivision Regulations

Redline Draft

Sec. 5-3. - Definitions.

- A. For the purpose of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. Definitions not expressly prescribed herein are to be determined in accordance with customary usage in municipal planning and engineering practices. The words "shall" or "must" are always mandatory, while the word "may" is merely directory.

Access Easement: See Chapter 10 for definition.

Administrative Plat: A type of Final Plat, limited in application, which may be approved by the City Manager or Director under the provisions of Chapter 212 of the Texas Local Government Code. Minor Plats and Amending Plats are types of Administrative Plats.

Amending Plat: A type of Final Plat that controls over the preceding plat without vacation of that plat and is submitted for approval of certain dimensional and notational corrections and lot line adjustments under the provisions of Chapter 212 of the Texas Local Government Code.

Alley: See Chapter 10 for definition.

City: See Chapter 10 for definition.

City Engineer: This term shall apply only to such registered professional engineer or firm of registered professional consulting engineers that has been specifically designated as such by the City Manager.

City Manager: The person holding the position of City Manager as appointed by the City Council according to the City Charter.

Civic Space: See Chapter 10 for definition.

Comprehensive Plan: The Comprehensive Plan of the City and adjoining areas as adopted by the City Council and recommended by the Planning and Zoning Commission, including all its revisions. This plan indicates the general location recommended for various land uses, transportation routes, public and private buildings, streets, parks, water, sewer, and other public and private developments and improvements. The Comprehensive Plan can also be defined as the series of plans such as the Master Thoroughfare Plan, Water Master Plan, Pedestrian and Bicycle Master Plan, and Parks, Recreation, and Open Space Master Plan, among others.

Condominium: Joint ownership and control, as distinguished from sole ownership and control, of specified horizontal layers of air space; each condominium unit is individually owned, while the common elements of the condominium building, structure, or development are jointly owned. Condominiums may be commercial, industrial, recreational, or residential.

Cul-de-sac: A circular Right-of-Way in which a vehicle can turn 180 degrees around a center point or area. A cul-de-sac is a street having but 1 outlet and terminated on the opposite end by a vehicular turnaround (see Figure 5-3.A). The following are variations of cul-de-sac:

Court: A cul-de-sac with a depth of less than 150 feet.

Crescent: A type of cul-de-sac street in the shape of a half-circle with no more than 200 feet of width.

Elbow: A corner intersection of 2 streets marked with a cul-de-sac for vehicular turnarounds.

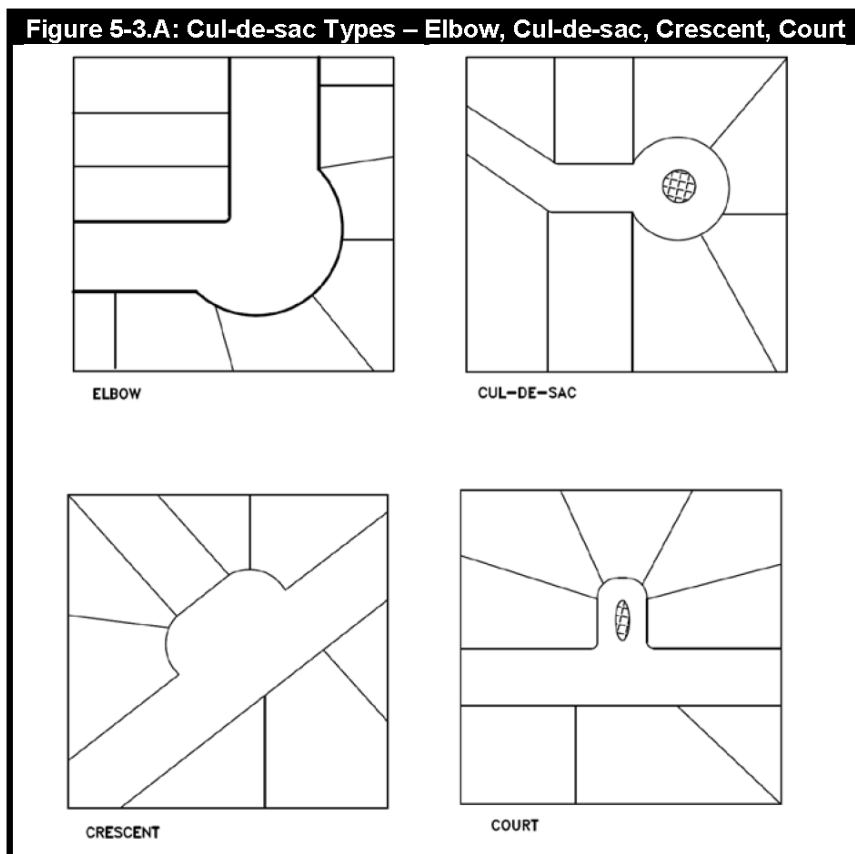


Figure 5-3.A

Dead-End Street: A street, other than a cul-de-sac with only 1 outlet.

Design Standards: The currently adopted document which provides the general requirements for the design of public improvements, private improvements that connect to or affect the public infrastructure and the supporting documents for approval in the City and its extraterritorial jurisdiction. Specific design criteria are included in the document. The Design Standards are incorporated into the Development Code as Chapter 6.

Development: A planning or construction project involving substantial property involvement and usually including the subdivision of land and change in land use character.

Development Review Committee: A committee of City staff members from various departments, such as Planning, Engineering, Building Permits and Inspections, Fire, and Public Works, tasked with reviewing and processing development applications.

Director: The person designated or assigned by the City Manager to administer the Subdivision Regulations or any other provisions of this Code. Director includes any person authorized to perform the duties of the Director.

Duplex: ~~See Chapter 10 for definition. A structure containing 2 Dwelling Units, each of which has direct access to the outside.~~

Easement: Authorization by a property owner designating part of his or her property for the use by another for a specified purpose.

Engineer: A person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering and who is specifically

qualified to design and prepare infrastructure construction plans, specifications and documents for subdivision development.

Final Plat: A map or drawing of a proposed subdivision prepared to meet all of the requirements for approval by the City. Distances shall be accurate to the nearest hundredth of a foot. The Final Plat of any lot, tract, or parcel of land shall be recorded in the records of Fort Bend County, Texas. A Short Form Final Plat is also Final Plat.

General Land Plan: A general or conceptual plan for an area proposed for partial or complete subdivision. The General Land Plan shall show the proposed locations of land uses, streets, phasing of development, important physical features, and other applicable information for the entire area to be developed.

Land Planner: Persons other than surveyors or engineers who also possess and can demonstrate a valid proficiency in the planning of residential, commercial, industrial, and other related developments, such proficiency often having been acquired by education in the field of landscape architecture or other specialized planning curriculum and/or by actual experience and practice in the field of land planning, and may be a member of the American Institute of Certified Planners.

Master Thoroughfare Plan: A plan adopted by the City Council which identifies the general routing and classification of proposed streets and thoroughfares. The plan may also establish the function and capacity of the various thoroughfares as they relate to the land uses they are proposed to serve.

Mews: [See Chapter 10 for definition.](#)

Middle Housing: [See Chapter 10 for definition.](#)

Minor Plat: A type of Final Plat that involves 4 or fewer lots or reserves fronting on an existing street that does not require the creation of any new street or the extension of municipal facilities. A Minor Plat is an Administrative Plat.

Off-Street Facility: Pedestrian and/or bicycle facilities located outside the paved area used by vehicles and includes Sidewalks, Sidepaths, and Shared Use Paths (trails).

On-Street Facility: Bicycle facilities located on the street, such as bicycle lanes, buffered bicycle lanes, shared lane markings, and cycle tracks.

Patio Home or Zero Lot Line Home: A single-family detached dwelling unit with a 0 building line on 1 side.

Pavement Width: The portion of a street available for vehicular traffic from back of curb to back of curb.

Person: Any individual, association, firm, corporation, governmental agency, or political subdivision.

Planned Unit Development (PUD): Land in the extraterritorial jurisdiction, under unified control, to be planned and developed as a whole in a single development operation or definitively programmed series of development operations or phases. PUDs promote the development of a tract of land in a unified manner and may allow for certain alternative standards from the established development standards for lot sizes, lot width, building lines, as established in this chapter.

Planning and Zoning Commission: Same as Commission. The Commission is appointed by the City Council under the provisions of the City Charter to approve subdivision plats and make recommendations on other planning issues as per City Charter.

Plat certificate: A certificate letter issued upon approval and recordation of the subdivision certifying that the subdivision has met all the requirements for a plat.

Point of Connection: A driveway connecting to a Public Street or Private Street that provides access into a development site. At a minimum, a Point of Connection must provide 1 ingress and 1 egress. For example, 1 Point of Connection can be a two-way driveway or 2 opposite-direction one-way driveways.

Preliminary Plat: A map or drawing of a proposed subdivision illustrating the general features of the development for review and approval by the Commission, but not suitable for recordation in the county

records. The Preliminary Plat is designed to allow the subdivider to obtain approval of the general lot and street layout of a development prior to investment in detailed information contained in a Final Plat and related engineering public infrastructure construction plans.

Private Infrastructure: Infrastructure designated as private on a recorded plat, and may include streets, sidewalks, streetlights, and any other street related appurtenances.

Private Streets, Residential and Nonresidential: A privately owned and maintained street that is designated as such and is a separate reserve on a plat.

Property Owners Association: An incorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the subdivision, planned unit development, condominium or townhouse regime, or similar planned development.

Public Improvements: Any improvement, facility, or service together with its associated public site or Right-of-Way necessary to provide transportation, drainage, water, sewer, or similar public services.

Public Utility: Any entity, other than the City, that provides utility services to the public, such as water, sewer, electric, or gas.

Radial Lot: A lot fronting onto a curvilinear street such as an elbow, cul-de-sac, crescent or court (see Figure 5-3.A.).

Record Plat: A plat of any lot, tract, reserve, or parcel of land that is recorded with the Fort Bend County clerk following final approval by the City.

Replat: The resubdivision of all or any part of a subdivision or any block or lot of a previously platted subdivision.

Reserve: A reserve is the same as a Lot and subject to the same platting requirements. Nonresidential lots are typically known as reserves within this Chapter.

Short Form Final Plat: A type of Final Plat that involves no more than 4 lots, tracts or reserves; located within an existing public street circulation system; meeting the existing zoning requirements if located within the City; does not propose to vacate public street Rights-of-Ways or easements; and meets other requirements as set forth in Sec. 5-12 of this Chapter. A Short Form Final Plat combines the requirements of a Preliminary Plat and a Final Plat into one process.

Sidewalk: A pedestrian facility adjacent to a roadway. The City's Design Standards identifies requirements for Sidewalks.

Sidepath: A shared pedestrian and bicycle facility adjacent to a roadway. The City's Design Standards identify requirements for Sidepaths.

Shared Use Path (Trail): A shared pedestrian and bicycle facility not adjacent to a roadway. The City's Design Standards identify requirements for Shared Use Paths.

Site Plan: A plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations. Site Plans include lot lines, streets, building sites, reserved open space, easements, driveways, and other features in accordance with graphic requirements identified in the Development Application Handbook.

Street: See Chapter 10 for definition.

Street Width (Rights-of-Way): The shortest distance between the lines which delineate the Rights-of-Way of a street.

Subdivider: Any person or any agent thereof dividing or proposing to divide land so as to constitute a subdivision as that term is defined herein. The term "subdivider" shall be restricted to include the owner, equitable owner, or authorized agent and is synonymous with developer.

Subdivision (also addition): A division of a lot, tract, or parcel into 2 or more Lots, tracts, or parcels or other divisions of land for sale or development; however, when such lot, tract, etc., is divided for sale or development and the remaining Lot is more than 5 acres, the remainder does not have to be platted. Subdivision shall include the dedication of public streets, access easements, utility easements and fire lanes. The resubdivision or replatting of lots in a previous subdivision is a subdivision.

Surveyor: A registered professional land surveyor, as authorized by state law, to practice the profession of surveying.

Townhome: A residential unit that shares at least 1 common or party wall with another unit. Each unit and the land upon which it stands is individually owned, subject to a party wall agreement with the adjacent owner.

Tract: A tract is the same as a Lot and shall be subject to the same platting requirements.

Zoning ordinance: The ordinance which sets forth land use regulations and standards within the corporate limits of the City.

B. General definitions may be found in Chapter 10.

Sec. 5-19. - Streets.

A. *General Provisions.*

1. The arrangement, character, extent, width, grade, and location of all streets shall conform to the Master Thoroughfare Plan and the current Design Standards, and shall be considered in their relation to existing and planned streets or driveways, to topographical conditions, to public safety and in their appropriate relation to the proposed uses of the land to be served by such streets.
2. All streets shall be paved in accordance with the current Design Standards.
3. All lots, tracts, and reserves shall have frontage on an approved Public Street, Private Street, ~~or~~ Primary Access Easement, or as otherwise provided in this Section.
 - a. Single-family Lots shall have frontage on an approved Public Street or Private Street.
 - b. Nonresidential, townhome, and multifamily Lots, tracts, and reserves shall have frontage on an approved Public Street, Private Street, or Primary Access Easement provided that nonresidential subdivisions:
 - 1) Thirty-two acres or less may utilize a combination of Public Street, Private Street, and Primary Access Easements for access within and around the subdivision, subject to the provisions of this Section.
 - 2) More than 32 acres, in order to provide adequate vehicular circulation:
 - a) Shall provide a Public Street or Private Street through the development connecting to a Public Street in 2 locations as far apart as possible, and
 - b) Do not qualify for use of Primary Access Easements as the sole means of access through the subdivision.
 - 3) For the purposes of calculating the total acreage of a subdivision, all contiguous property under the same ownership must be included, and a property cannot be subdivided or its acreage calculated in separate pieces to avoid the requirements of this subsection.
 - c. In the LPR district, Middle Housing lots shall have frontage on an approved Public Street, Mews, or Civic Space and vehicular access shall be provided via an Alley.
4. No existing public street in a subdivision shall be converted to a private street.
5. No private street in a developed subdivision shall be accepted as a public street.
6. Maintenance access to a landscape, drainage or open space reserve may be provided through an adjoining reserve by access easement or use designation on the reserve.
7. General transportation requirements. The provisions of this Section 5-19 (Streets) are subject to the applicable provisions of Chapter 1, Article II (Street System Improvements) of the Development Code.

B. *Residential Private Streets.*

1. *Approval of Residential Private Streets.* Residential Private Street may be approved:
 - a. Within the City through a Planned Development (PD) District as authorized by Chapter 2, Article II of this Code, and
 - b. Within the extraterritorial jurisdiction (ETJ) through a Development Agreement approved by City Council as authorized by Chapter 5, Article III of this Code.
 - c. Once approved through a PD or a Development Agreement, the Final Plat must include plat notes reflecting the requirements for Private Streets established in this Section.
2. *Requirements for Residential Private Streets.* Residential Private Streets must:

- a. Comply with the City's Design Standards for public streets.
 - b. Be designated on the plat and the plat shall contain specific notes stating that the City is not responsible for the maintenance of private streets, sidewalks, or streetlights contained within the private subdivision section, and that the applicable property owner association shall be responsible for maintenance of the private infrastructure within the subdivision.
 - c. Not be an Arterial or Collector Street on the Master Thoroughfare Plan, not adversely affect existing traffic circulation on adjacent public streets, and not have a negative impact on planning for the area.
 - d. Have a maximum travel distance of 2,000 feet from a connecting Public Street, unless a specific approval is applied for and granted following a technical review by the City Engineer.
 - e. Provide access to police, fire, emergency vehicles, utility operations and maintenance, and other municipal personnel as needed, and such access be so noted on the plat.
 - f. If gated, have access control devices located in accordance with the Design Standards, and meet other regulations adopted by the City, including redundancy requirements. The developer shall provide to the City all equipment necessary to operate the access control devices, as determined by the City and at no cost to the City. Access control devices must comply with specifications required by the City Fire Marshal.
 - g. Include a readily visible sign giving notice that the street is private.
3. *Developer Obligations for Residential Private Streets.* The developer shall record subdivision covenants approved by the City prior to the sale of any lot in the subdivision. Covenants shall require at a minimum that:
- a. Property owners shall pay monthly or annual assessments into a maintenance and capital replacement fund restricted for use for maintenance and repair cost for the Residential Private Streets in the subdivision.
 - 1) The monthly or annual assessments shall be initially established in an amount that will, at the end of the first 5 years of the assessments, not be less than 3% of the initial cost, adjusted for inflation, of constructing the private infrastructure in the subdivision.
 - 2) Thereafter, the monthly or annual assessment shall be established in an amount that will, at the end of 35 years, not be less than the reconstruction cost of the private infrastructure, adjusted for inflation.
 - 3) The property owners association shall utilize this maintenance and capital replacement fund to maintain the private infrastructure in the subdivision.
 - b. Property owners shall pay monthly or annual assessments to perpetually maintain the markings or postings required for fire lanes and the required signs giving notice of the private street and to provide access control mechanisms for emergency vehicles.
 - c. Homeowners release the City from any damage to the Residential Private Streets and sidewalks that may be caused by maintenance, repair or replacement of public utilities.
4. *Residential Private Streets Accounting Report.* The Property Owners' Association responsible for maintaining Residential Private Streets established after July 21, 2015, shall:
- a. Submit to the City an affidavit setting forth an annual financial report, using a standard City format, indicating the funds set aside in the required private street maintenance and capital replacement fund.
 - b. 10 years after first certification of compliance of a private street within a development, provide to the City every 5 years a reserve fund study for private infrastructure, using a standard City format. The reserve fund study must be signed and sealed by a registered engineer. The study shall include, but not be limited to, the following:
 - 1) Location of infrastructure,

- 2) Age of infrastructure,
- 3) Expected life of infrastructure,
- 4) Cost to replace infrastructure,
- 5) Funds in maintenance and capital replacement fund account:
 - a) Maintenance and capital replacement fund must comply with required funding of this Section.
- 6) Determination of whether funds will be sufficient to maintain and replace private infrastructure, and
- 7) Determination whether assessments need to be increased to retain sufficient fund for maintenance and replacement of private infrastructure.

C. *Nonresidential Private Streets.*

1. Nonresidential Private Streets may be utilized when a subdivider constructs a street serving nonresidential reserves that will serve the functions of a typical public street but be privately owned and maintained. Access is provided to individual lots or reserves by a private platted street shown as a Reserve on the plat. Nonresidential Private Streets may be approved:
 - a. Within the City through a Planned Development (PD) District as authorized by Chapter 2, Article II of this Code, and
 - b. Within the extraterritorial jurisdiction (ETJ) through a Development Agreement approved by City Council as authorized by Chapter 5, Article III of this Code.
 - c. Once approved through a PD or a Development Agreement, the Final Plat must include plat notes reflecting the requirements for Private Streets established in this Section.
2. Nonresidential Private Streets must:
 - a. Comply with all City codes and standards for public streets.
 - b. Be designated on the plat and the plat shall contain specific notes stating that the City is not responsible for the maintenance of private infrastructure contained within the private subdivision section, and that the applicable property owner association shall be responsible for maintenance of the private infrastructure within the subdivision.
3. The Developer shall record subdivision covenants approved by the City prior to the sale of any lot or reserve in the subdivision. Covenants shall require at a minimum that:
 - a. Property owners shall pay monthly or annual assessments into a maintenance and capital replacement fund restricted for use for maintenance and repair cost for the Nonresidential Private Streets in the subdivision.
 - 1) The monthly or annual assessments shall be initially established in an amount that will, at the end of the first 5 years of the assessments, not be less than 3% of the initial cost, adjusted for inflation, of constructing the private infrastructure in the subdivision.
 - 2) Thereafter, the monthly or annual assessment shall be established in an amount that will, at the end of 35 years, not be less than the reconstruction cost of the private infrastructure, adjusted for inflation.
 - 3) The property owners association shall utilize this maintenance and capital replacement fund to maintain the private infrastructure in the subdivision.
 - b. Property owners shall pay monthly or annual assessments to perpetually maintain the markings or postings required for fire lanes and the required signs giving notice of the private street and to provide access control mechanisms for emergency vehicles.
4. *Primary Access Easements.* A Primary Access Easement is a privately maintained main access route that serves 1 or more lots or reserves, but does not typically serve the full function of a

public or private street (see Figures 5-19.A and 5-19.B). Primary Access Easements may be required when shared driveway access is necessary to meet driveway spacing requirements along a Public Street or Private Street.

- a. For lots, tracts, or reserves, with frontage on a public or private street, a connection to a Primary Access Easement is not required if the development has the acreage (X) and minimum points of connection (Y) as identified in the following chart:

Maximum Acreage (X)	Minimum Points of Connection to a Public Street or Private Street (Y)
5.0 or less	1
5.01 - 14.0	2
14.01 - 23.0	3
23.01 - 32.0	4

- b. For the purposes of calculating the total acreage of a development:
 - 1) All contiguous property under the same ownership must be included, and a property cannot be subdivided or its acreage calculated in separate pieces to avoid the requirements of this subsection.
 - 2) When 2 properties share a driveway, the total acreage and Points of Connection may be calculated together to determine if a Primary Access Easement is required.

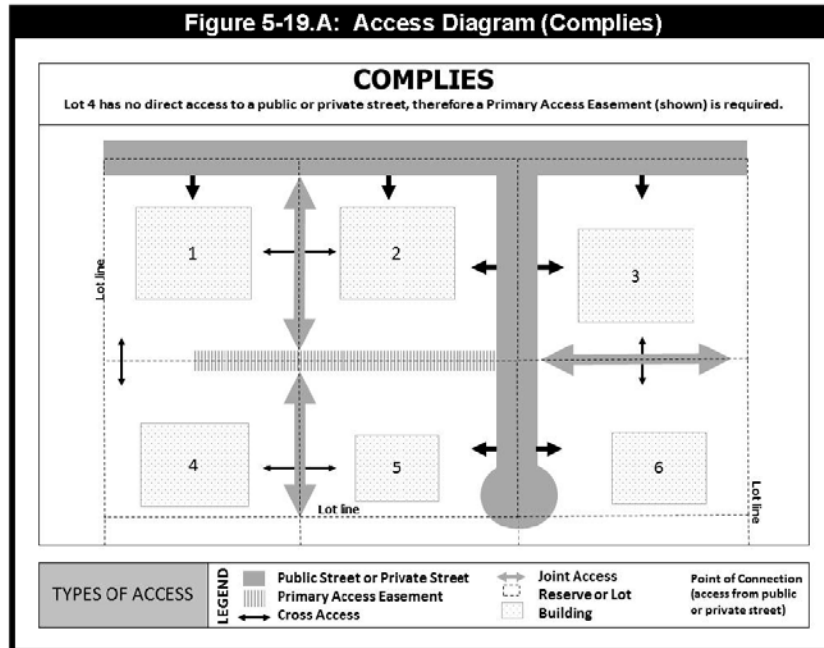


Figure 5-19.A

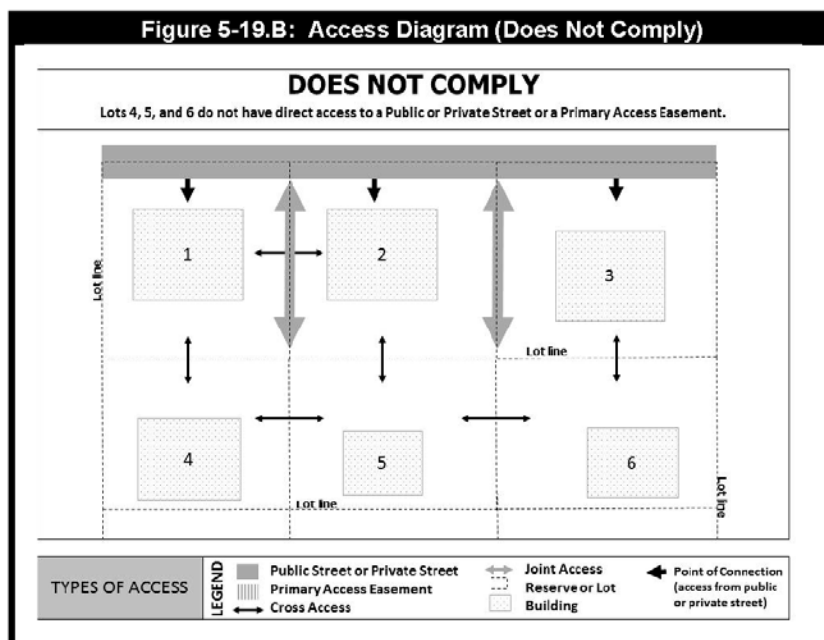


Figure 5-19.B

- c. Primary Access Easements in the City and the ETJ shall comply with the following requirements: (see Figure 5-19.C and Figure 5-19.D)
- 1) Minimum number of traffic lanes: 2 lanes
 - 2) Minimum lane width: 11 feet
 - 3) Easement width: 23 feet

- 4) Minimum vertical clearance: 15.5 feet
- 5) Minimum lateral clearance: 6 feet
- 6) On-street parking is prohibited
- 7) Sidewalks.
 - a) Sidewalks shall be a minimum of 5 feet wide.
 - b) A 3 foot clear area shall be located between the curb and the sidewalk.
 - c) If the Primary Access easement serves a single lot, tract, or reserve, a sidewalk is only required on one side of the Primary Access Easement. If the Primary Access Easement serves 2 or more lots, tracts, or reserves, sidewalks are required on both sides of the Primary Access Easement.
 - d) *If the street to which a Primary Access Easement connects is not required to have pedestrian and bicycle facilities, the Primary Access Easement is not required to have sidewalks. However, if a Primary Access Easements connects to multiple streets, and one of the streets is required to have pedestrian and bicycle facilities, the Primary Access Easement must have sidewalks.*

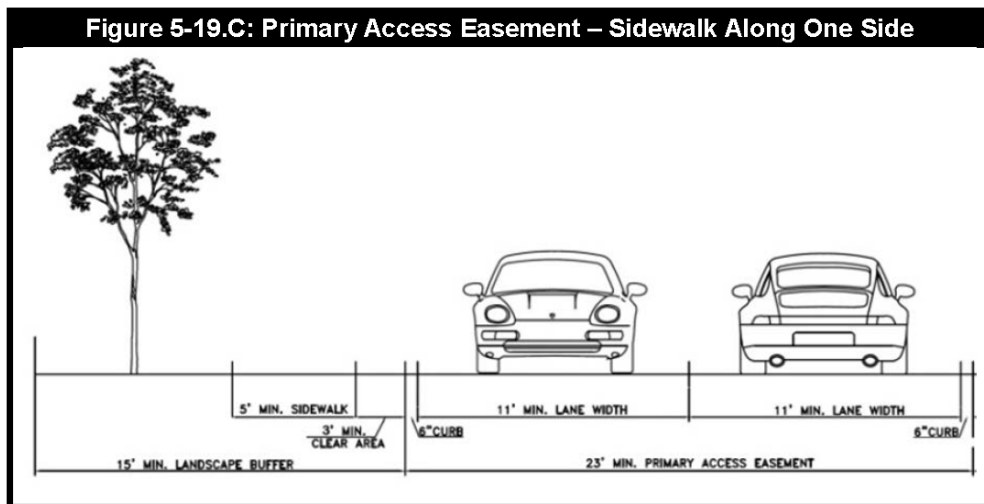


Figure 5-19.C

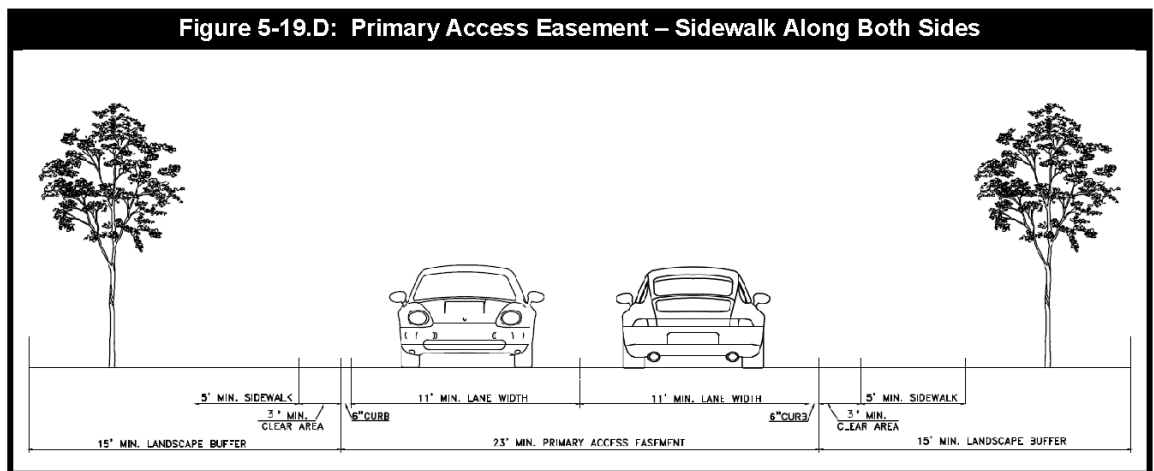


Figure 5-19.D

- 8) *Paving.* Primary Access Easements shall follow paving standards specified in the Design Standards for public streets. Primary Access Easements may use enhanced or alternative paving materials as approved by the City Engineer.
- 9) *Easements.* Where a Primary Access Easement is located on a common property line between 2 reserves, the Easement shall be evenly divided between both reserves.
- 10) *Vehicle intrusion.* Sidewalks adjacent to Primary Access Easements must be protected from vehicle intrusion by curbs or similar Structures. Where head-in parking is provided adjacent to a sidewalk, a 3-foot clear area shall be provided between the sidewalk and head-in parking see (Figure 5-19.E).

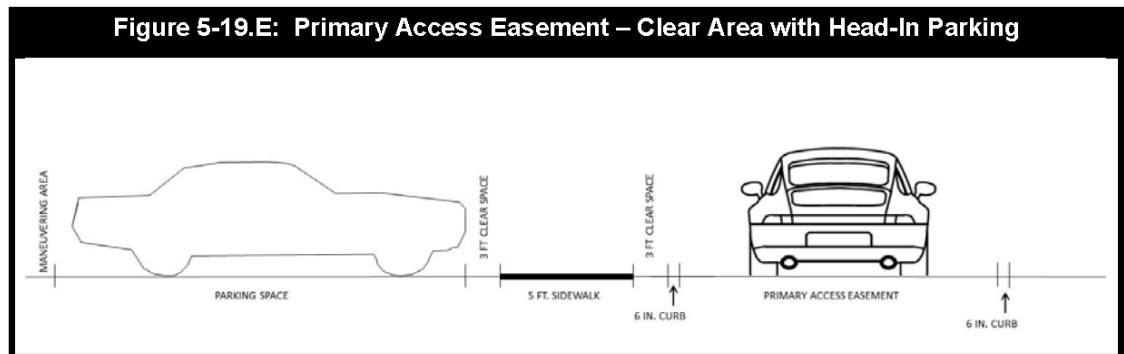


Figure 5-19.E

- 11) *Pedestrian Public Access Easement.* A public access easement allowing for pedestrian public access shall be provided on the plat or recorded by separate instrument.
- 12) *Maintenance Agreement.* A recorded maintenance agreement indicating specific maintenance provisions between the property owners shall be submitted to the City prior to the approval of a Site Plan Package containing a Primary Access Easement.
- 13) *Flag Lots.* Flag lots may not be used to circumvent the requirement for a Primary Access Easement (see Figure 5-19.F).

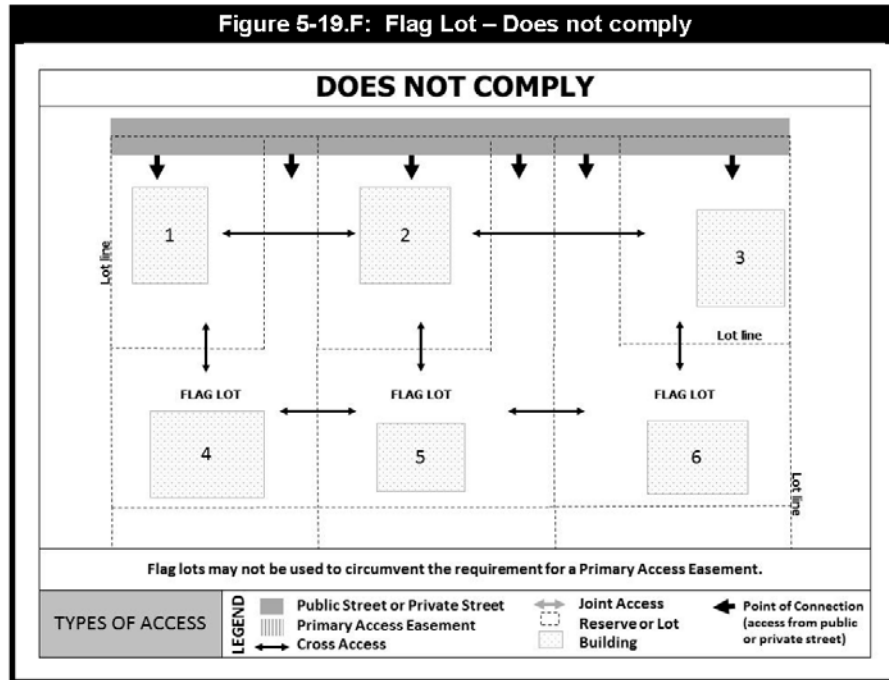


Figure 5-19.F

- 14) Primary Access Easement shall serve as a public access easement for all City and County services including police, fire, emergency vehicles, and utility operations and maintenance personnel and shall be so noted on the plat.
- 15) Alternative standards for Primary Access Easements may be approved by the City Engineer as per Sec. 5-54.
- d. In addition to the aforementioned requirements, Primary Access Easements in the City shall comply with the following:
 - 1) *Lighting*. Lighting must comply with the street lighting standards established in the Design Standards.
 - 2) *Landscaping and Street Trees*. Trees shall be planted within the landscape area adjacent to the sidewalk and may not be located in the clear area between the curb and sidewalk. See Article XV: Landscaping and Screening Regulations for additional requirements.
- D. [Reserved.]
- E. *Additional Regulations*.
 1. The minimum requirements for design and construction of streets are detailed in the Design Standards.
 2. *Streets Not in Master Thoroughfare Plan*. When a street is not on the Master Thoroughfare Plan, the arrangement of streets in a subdivision shall:
 - a. Provide for the continuation or appropriate protection of existing streets in surrounding areas; or conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuance or conformity to existing streets impracticable.
 - b. Provide for future access to adjacent vacant areas which will likely develop in the future.

- c. Resolve alignment with existing Right-of-Way and driveway openings.
- 3. *Minor Residential Streets.* Minor residential streets shall be so designed that their use by through traffic will be discouraged.
- 4. *Street Widths.* Street Right-of-Way widths shall be as shown on the Master Thoroughfare Plan.
- 5. *Half Streets.* Half streets shall be prohibited, except when essential to the reasonable development of the subdivision in conforming with the other requirements of these regulations and the Master Thoroughfare Plan, and where the City Council finds it will be practical to require the dedication of the other ½ when the adjoining property is subdivided. Whenever a partial street previously has been platted along a common property line, the other portion of the street shall be platted.
- 6. *Dead-End or Stub Streets.* Dead-end or stub streets are temporary in nature and are not allowed except to provide for access to adjacent land areas and in no case shall be more than 250 feet in length or equal to 1 lot depth, whichever is greater. A temporary turnaround shall be provided and indicated on the plat.
- 7. *Street Access Buffers.* To prevent access from abutting undeveloped property, the City may approve a plat with an undedicated strip of land parallel to the plat boundary where any portion of a proposed street abuts undeveloped acreage. The plat shall specifically provide that the undedicated strip of land will automatically terminate and be dedicated for and may be used for street Right-of-Way when construction of a connecting street is undertaken by a governmental entity or otherwise approved for connection in accordance with City regulations. Except as required by the City in this Article as "street access buffers," strips of land controlling access to or egress from other property, or to or from any street or alley, or having the effect of restricting or damaging the adjoining property for subdivision purposes, or which will not be taxable or accessible for special improvements, shall not be permitted in any subdivision.
- 8. *New Streets.* New streets which are an extension of existing streets shall bear the names of existing streets and shall be dedicated with appropriate transitions and widths.
- 9. *Street Names.* New street names shall not be named to duplicate or cause confusion with existing street names. New street names shall be approved by the Commission when the Final Plat is approved. Courts shall have street names. Crescents and elbows shall not have separate street names. Streets that have no houses fronting on them shall also have a street name.
- 10. *Street Lighting.* Street lighting shall conform to the latest edition of the Illuminating Engineering Society Handbook and City's Design Standards. Prior to the recordation of the Final Plat, the developer shall pay to the City current cost of acquiring and installing the street lights along public streets and the cost of operating and maintaining the street lights for 3 years, as determined by the City.

F. *Alleys.*

- 1. *Nonresidential Alleys.* Alleys shall be allowed in commercial and industrial districts, except that the City ~~Council~~ may require that definite and assured provision is made for service access, such as off-street loading, unloading and parking consistent with and adequate for the use proposed. ~~Service alleys in commercial and industrial districts shall be a minimum pavement width of 15 feet. An access easement may be substituted upon approval by the administrative officer if the easement is also a fire lane easement.~~
- 2. *Residential Alleys.* Unless required by a property's zoning designation, alleys shall not be required but may be allowed to connect to a subdivision with existing alleys for the purpose of providing continuity on providing parallel secondary access. ~~If alleys are constructed, the construction shall meet the requirements of the Design Standards.~~
- 3. *Dead-End Alleys.* Permanent dead end and "hammerhead" alleys are prohibited. All alleys shall have adequate turnouts and street entrances such that vehicular traffic flow is continuous and efficient. Where a temporary dead end alley situation is unavoidable (such as due to project phasing), a temporary, paved cul-de-sac or turnout onto a street, either of which will require a

~~temporary alley easement, shall be shown on the plat. shall be avoided where possible, but if unavoidable, shall be provided with adequate turnaround facilities at the dead-end as determined by the City Engineer. If a permanent dead-end alley is unavoidable due to unique, site-specific constraints, an adequate turnaround facility shall be provided as determined by the City Engineer.~~

4. Alleys may not exceed a maximum length 1,400 feet unless otherwise approved by a Specific Approval by the City Engineer. The maximum length for alleys that serve lots that front on Mews or Civic Space is 500 feet.
5. Alleys shall be constructed to meet the requirements of the Design Standards.

Sec. 5-20. - Blocks.

- A. The length, width, and shapes of blocks shall be determined with due regard to:
 - 1. Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - 2. Zoning requirements as to lot sizes, setbacks, and dimensions, if applicable.
 - 3. Needs for convenient access, circulation, control, and safety of street traffic.
- B. Length and widths shall be in conformance with the Design Standards. In general, intersecting streets, determining the blocks, lengths and widths, shall be provided at such intervals as to serve cross-traffic adequately and to meet existing streets or customary subdivision practices.
 - 1. Minimum block length 500 feet; however, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied having due regard for connecting streets, circulation of traffic and public safety. The minimum block length in the LPR District shall be 200 feet.
 - 2. Maximum block length 1,200 feet, except where no existing subdivision controls, the block length may increase to 1,400 feet. The maximum block length in the LPR District shall be 600 feet.
 - 3. When possible, the block width or depth shall allow 2 tiers of lots back-to-back except when prevented by the size of the property or the need to back on an Arterial street identified. When adjacent to an Arterial street, the subdivider may not double front lots.
- C. Blocks shall be numbered consecutively within the overall plat.

Sec. 5-30. - Park Land Dedication.

The dedication of public park land or private recreational facilities shall comply with the following park land dedication requirements and the Parks, Recreation, and Open Space Master Plan of the Comprehensive Plan:

1. In view of the fact that land when subdivided increases in value to the owner and that residential subdividing increases the burden on the City's park and recreation facilities, the City shall require residential subdividers to offset some of this additional burden by dedicating suitable sites for park and recreation purposes or to make a cash deposit to the City in lieu thereof.
2. The method of assuring that adequate and suitable areas for park and recreation sites are set aside shall be guided by the Comprehensive Plan and shall be governed by the following standards and regulations:
 - a. The subdivider or developer shall dedicate a site or sites for park and recreation purposes at the time that the plat is recorded at a location(s) recommended by the developer and approved by the City, at a ratio of 1 acre of park for every 350 persons in the subdivision or development. This ratio is the City standard number of acres of park to be available in ratio to the increment of population added and to be served by the completely developed subdivision or development complex. Such added population being computed at the rate 3.5 persons per single-family residence or 2.4 persons per multifamily living unit. The City Council shall have final approval of any public parkland site(s) selected. The following definitions and conditions shall apply if there is a site dedication for park purposes:
 - 1) The area of the park or recreation site to be dedicated shall be appropriate in area, shape and terrain for the uses intended for it in the Parks, Recreation, and Open Space Master Plan. Where streets, ditches or easements infringe on or are part of the area to be dedicated, the City Council must determine whether to agree to the acceptance of those areas. Any infringements that make the area unsuitable for parks and recreation uses shall not be considered as part of the required park dedication acreage.
 - 2) When a subdivision or complex is to be developed in stages or units and the required park site is to be provided in future stages or units, a binding agreement concerning the size, improvements and tentative location of the park site(s) must be delivered with the Final Plat of the first stage or unit.
 - 3) The foregoing subsections shall not apply in the case of a replat of a plat, subdivision or addition that has previously met facility requirements, or the resubdividing or existing single lots, unless the replatting results in an increase in facility requirements.
 - 4) Each park and recreation site shall, upon completion of all construction of surrounding facilities, have ready access to a public street.
 - 5) The first priority in meeting parks and recreation facilities needs shall be the commitment of neighborhood park sites. Each neighborhood will be defined in the Parks, Recreation, and Open Space Master Plan, should be approximately 1 square mile and serve approximately 2,000 single-family housing units. Neighborhood parks should be public and of about 10 acres in size, centrally located, and easily accessible by foot from all parts of the neighborhood. Coordination of school and park sites is encouraged; therefore, the public park areas shall be reduced to 5 acres in size if properly coordinated with adjacent school recreation facilities.
 - 6) Up to 50% of the park and recreation facility requirements may be met by private park and recreation facilities as long as these facilities meet requirements of Section 5-34 of this Chapter.
 - 7) Park and recreation facilities in the City shall be dedicated to the City upon City Council approval unless approved as a private park site under terms of subparagraph 6. above. Park and recreation facilities in the City's corporate jurisdiction shall be dedicated to the

City. If the City does not wish to accept the dedication of public park land in its corporate jurisdiction, it shall be dedicated to the county, municipal utility district, or a homeowners' association, as defined by Section 5-34 herein.

- 8) At the time of dedication of a site for park purposes, the subdivider or developer shall furnish the City, at subdivider's or developer's expense, an owner's title insurance policy on standard printed owner's form covering the park and recreation sites in the amount of the value of the property subject only to exceptions acceptable to the City which will not materially affect its value for park and recreation purposes.
3. The City Council may elect to accept money as an alternative to the dedication of part, or all, of the park land under any of the following conditions:
 - a. Where there is no public park required by the Comprehensive Plan;
 - b. If the developer does not wish to establish private parks; or
 - c. Where the subdivision is too small to dedicate park sites sufficiently large enough to be economically operated.
4. For a subdivider or developer to pay a fee in lieu of land, the subdivider must submit a written request to the Director. The City Council will take into consideration recommendations from the Development Review Committee and Parks and Recreation Director as to whether to require a land dedication or accept a fee in lieu of land. If the request to pay the fee is approved, payment shall be made by submitting a cashier's check to the Director after the time of Final Plat approval but prior to the time the plat is filed with the County Clerk's office, or prior to the issuance of a building permit.
5. Money in lieu of Park Land fees are identified in Chapter 2 of the Code of Ordinances.
6. Improvements. The developer may improve the park area by the addition of playgrounds, swimming pools, tennis courts or similar recreational amenities. If the area has fulfilled the commitment for neighborhood park space, the City shall allow a 100% credit for the original cost of the improvements to public parks as money in lieu of land and shall allow a 50% credit for the original cost of the improvements to private parks as money in lieu of land.
7. In the Lake Pointe Redevelopment District, the park land dedication requirement set forth in this section may be satisfied through the provision of Civic Space if:
 - a. The Civic Space contains recreational amenities, as described in Sec 5-30.6; and
 - ~~a.~~ b. The Parks and Recreation Director approves of the proposed recreational amenities.

Chapter 10 – Definitions

Clean Draft

Sec. 10-3. - Definitions.

A

Access Easement means an easement designated on the Final Plat or by separate instrument that provides access to platted Lots. Access easements may include Cross Access, Joint Access, or Primary Access Easements.

1. *Cross Access* means access between reserves or lots within a development for the purpose of providing connections from 1 lot or reserve to another without re-entering Public Streets, Nonresidential Private Streets or Primary Access Easements.
2. *Joint Access* means a shared driveway or drive aisle providing access from a Public Street, Nonresidential Private Street, or Primary Access Easement into or through a parking lot.
3. *Primary Access Easements* means privately owned and maintained route that provides access from a Public or Private Street to 1 or more lots or reserves. Primary Access Easements serve as the primary access route to lots or reserves without direct access to a Public or Private Street.

Accessory Building or Structure means a building or structure that serves a use customarily incidental to and located on the same lot occupied by the principal building. Common accessory buildings or structures include Private Garages and carports, farm structures, tool houses, greenhouses, home workshops, children's playhouses, storage houses, and garden shelters.

Accessory Use means a use of a building or land which serves an incidental function to the principal use of a building, structure, or land.

Advertising means to convey information to, seek the attraction of or to direct the attention of the public to any location, event, person, activity, goods, services or merchandise.

Alley means a minor street not intended to provide the primary means of access to abutting lots, that is used primarily for vehicular service access to the back or sides of lots.

Alternative Tower Structure means man-made structures such as clock towers, bell towers, church steeples, water towers, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas and towers.

Amateur Radio Station means the apparatus used by an "amateur operator" to operate a licensed "amateur radio service", as those terms are defined by federal law or regulations.

Ancillary Use means certain retail uses, as specified in the land use matrix, that are permitted uses in an office building under the conditions specified in these zoning regulations.

Antenna means any exterior apparatus designed for telephonic, radio, or television communications through the sending or receiving of electromagnetic waves.

Arbor (see Pergola)

Arcade means a covered passageway, typically found at street level, often comprised of a series of arches supported by columns.

Arterial Street means an arterial street as defined by the City's adopted Master Thoroughfare Plan or plans for streets.

Awning means a cover that projects from a wall of a building over a window or entrance to provide weather protection and architectural spatial definition. The top surface of an awning is typically sloped. An awning may be fixed in place or retractable. An awning is completely supported by the building.

B

Bicycle Parking Space means a single space provided for locking a single bicycle to a Bicycle Rack.

Bicycle Rack means a device consistent with industry standards that is capable of supporting a bicycle in a stable position where it may be locked securely.

Blank Wall means a wall which has few or no windows or doors, and has no decoration or visual interest.

Block Length means the total length of continuous street or primary access easement uninterrupted by intersecting streets or primary access easements.

Board means the City's Zoning Board of Adjustment.

Breezeway means a porch or roofed passageway open on the sides, for connecting 2 buildings, as a house and a garage.

Build-to Zone means the area between the minimum and maximum setbacks.

Building means any structure built for the support, shelter, and enclosure of persons, animals, chattel, or movable property of any kind.

Building Line means a line parallel or approximately parallel to the front, side, or rear lot line that marks the minimum distance from the front, side, or rear lot line that buildings on the lot must be located, as determined by the required front, rear, and side yards for the lot or as specified on the plat for the lot. On lots or alleys with access from an Access Easement, the building line is measured from the nearest edge of curb rather than from the property line (see Figure 10-3.A).

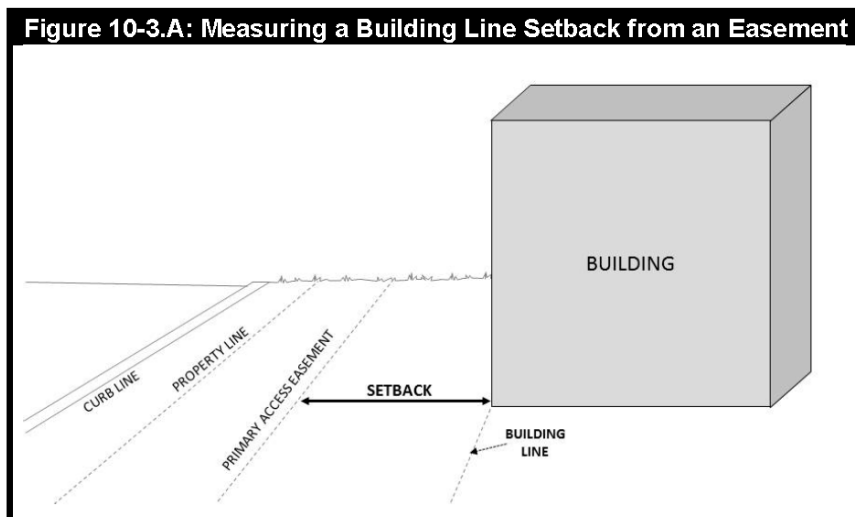


Figure 10-3.A

Bulk Plane means an imaginary inclined plane rising over the developable portion of the lot at a specified ratio for that district beyond which no portion of a building may extend. The method for establishing a Bulk Plane is as follows (see Figure 10-3.B):

1. Start at building line of the property;
2. Locate a point 24 feet above the ground at the building line;
3. From that point, draw a line that rises over the lot at a specified ratio from the building line as specified in the required "Bulk Plane ratio" for that district.
4. The line extending from the vertical line establishes the bulk plane over the lot, as illustrated.

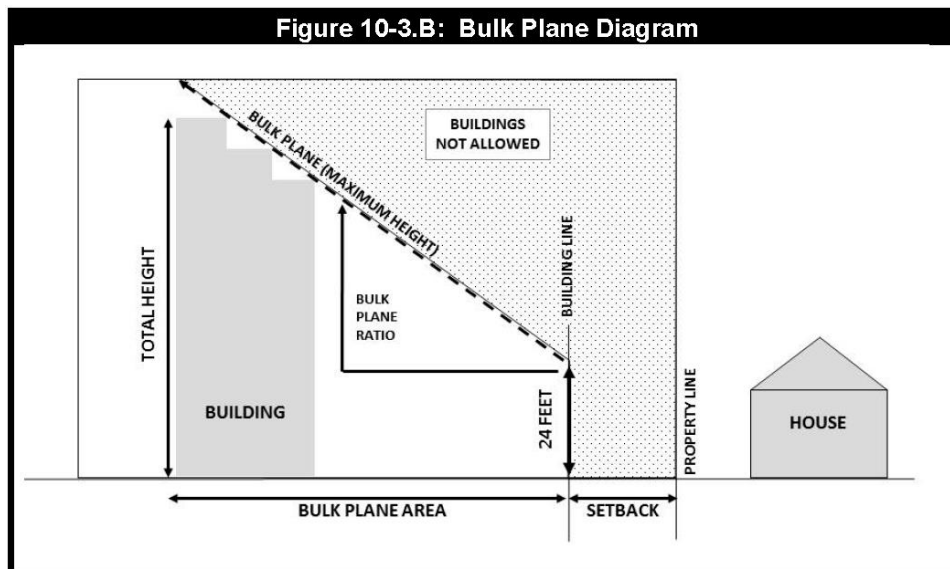


Figure 10-3.B

C

Canopy means a permanent, flat-roof shelter covering a sidewalk, driveway, or other similar area, that may be wholly supported by a building or may be wholly or partially supported by columns, poles, or braces extended from the ground.

Carport means a structure open on a minimum of 3 sides designed or used to shelter vehicles.

Certificate of Occupancy means a document issued by the City allowing for occupancy or use of a building, and certifying that the structure or use has been constructed or will be used in compliance with all applicable ordinances and codes of the City of Sugar Land.

City means the City of Sugar Land, Texas.

City Council or *Council* means the City Council of the City.

Civic Space means an enhanced pedestrian space available to the public. May include parks, squares, plazas, playgrounds, trails adjacent to natural geographic features, boardwalks, or other open spaces for public use which may be privately or publicly owned and operated.

Clear Zone means a component of the Pedestrian Realm intended to provide a clear path of travel for pedestrian movement, also known as a sidewalk.

Collector Street means a collector street as defined by the City's adopted Master Thoroughfare Plan.

Commission means the Planning and Zoning Commission of the City.

D

Design Standards means the currently adopted document which provides the general requirements for the design of public improvements, private improvements that connect to or affect the public infrastructure and the supporting documents for approval in the City and its extraterritorial jurisdiction. Specific design criteria are included in the document. The Design Standards are incorporated into the Development Code as Chapter 6.

Detached means a building that does not have a wall in common or in contact with another building.

Development Review Committee means a committee of City staff members from various departments, such as Planning, Engineering, Building Permits and Inspections, and Public Works, tasked with reviewing and processing development applications.

Director means the person designated or assigned by the City Manager to administer the zoning regulations or any other provisions of this Code. Director includes any person authorized to perform the duties of the Director.

Dwelling means a building designed exclusively for residential use, other than motels or hotels.

Dwelling, Live/Work See Live/Work Dwelling

Dwelling, Multi-Family See Multi-Family Dwelling

Dwelling, Multiplex See Multiplex Dwelling

Dwelling, Single-Family Attached (Townhome) See Single-Family Attached Dwelling (Townhome)

Dwelling, Single-Family Detached See Single-Family Detached Dwelling

Dwelling, Sixplex See Sixplex Dwelling

Dwelling, Triplex or Fourplex See Triplex or Fourplex Dwelling

Dwelling, Two-Family (Duplex) See Two-Family Dwelling (Duplex)

Dwelling Unit means a building or portion of a building designed to provide independent living facilities for not more than 1 family and that contains bathroom facilities and not more than 1 kitchen.

Dwelling, Urban Home See Urban Home Dwelling

E

Effective Area means the largest imaginary rectangle that encloses all extremities of a sign, calculated from an orthographic projection of the sign viewed horizontally as the viewpoint is rotated horizontally around the sign. Measuring the Effective Areas of signs is described in Chapter 4: Sign Regulations.

F

FAA means the Federal Aviation Administration.

FAA Form 7460 means a form provided by the Federal Aviation Administration as a requirement for applicants proposing construction or alteration to buildings near aviation facilities.

F.A.R. means the floor to area ratio of a Premises zoned R-1E, R-1R, R-1, HR-1, or R-1Z, and is calculated by dividing the sum of the total square feet of the climate controlled areas of a Dwelling plus the total square feet of all Accessory Buildings located on the same lot as the Dwelling by the lot's total square feet. This definition does not apply to any Premises:

1. Platted as PUD prior to the date the lot was annexed into the City; or
2. Zoned as Planned Development District (PD).

FAR Part 77 means a section of the Federal Regulations that establishes:

1. Requirements to provide notice to the FAA of certain proposed construction or alteration of existing structures,
2. Standards used to determine obstructions to air navigation and communication facilities,
3. The process for aeronautical studies of obstructions to air navigation to determine the effect on the safe and efficient use of navigable airspace, and
4. The process to petition the FAA for discretionary review of determinations.

FCC means the Federal Communications Commission.

Family means:

1. One or more persons who are related by blood, marriage, adoption or guardianship, including foster children, exchange students, and servants, together with not more than 2 additional persons not related by blood, marriage, or adoption to the previously identified individuals or group, living together as a single housekeeping unit; or
2. The persons living together in a Dwelling Unit that meet the definition, qualifications, and restrictions of a "community home", as set forth in chapter 123 of the Texas Human Resources Code, as amended.

Fence means a freestanding structure typically constructed of wood, brick, stone, concrete or other similar building materials and erected to enclose or visually screen a premises.

Filed or Filing Date means the date when an application, along with any required information, plans, documents and fees have been received by and acknowledged in writing by the City as being complete for purposes of processing the application. Filed may also refer to the date on which a document is recorded with the county clerk or received by TCEQ or another government entity.

Floor Area means the total square feet of floor space within the exterior walls of a building, including each floor level, but excluding carports, porches, residential Private Garages, and breezeways.

Freeway means a freeway as defined by the City's adopted Master Thoroughfare Plan.

G

Garage, Parking refers to a building designed and used for the storage of motor vehicles either operated as a business enterprise or in conjunction with a business that may or may not have a service charge or fee being paid to the owner or operator for parking or storage of privately owned vehicles.

Garage, Private refers to a building for private use of the owner or occupant of a principal building (situated on the same lot as the principal building) for the storage of motor vehicles.

Governmental Entity means the United States, the State of Texas, Fort Bend County, the City or an independent school district, or agency thereof.

H

Height means:

1. In measuring the height of a building, the vertical distance from the average ground level abutting a building to the highest point of the coping of a flat roof, the deck line of a mansard roof, or the average height of the highest gable of a pitched or hipped roof. (See Figure 10-3.C)
2. In measuring the height of a structure, other than a building, the vertical distance from the average ground level abutting the structure to the highest point of the structure.

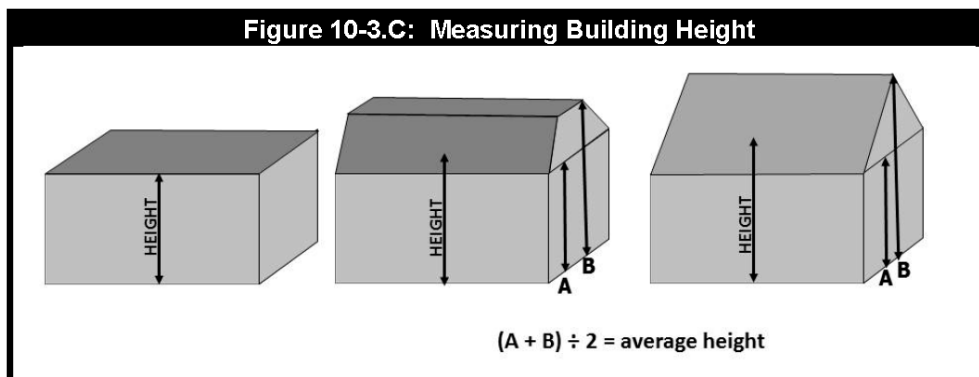


Figure 10-3.C

Highway means a highway as defined by the City's adopted Master Thoroughfare Plan.

Home Occupation means a business activity carried on in a dwelling in compliance with the provisions of the zoning regulations.

Housekeeping Unit means persons living together in 1 Dwelling Unit as a single entity, sharing and having access to the kitchen and all common living facilities in the Dwelling Unit.

HUD-Code Manufactured Home means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in 1 or more sections; in the traveling mode, at least 8 body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; includes the plumbing, heating, air conditioning, and electrical systems of the home; and is not a recreational vehicle as defined by 24 C.F.R. Section 3282.8(g).

I

Indigenous Plants are native to the locale or grow naturally, may have existed in the area for many years, and require minimal effort to grow and maintain. Indigenous plants are often drought-resistant or tolerant of low-water conditions.

K

Kitchen means any single room that contains a cooking oven (other than a microwave oven) or gas or electric burners for cooking food, and 2 or more of the following items:

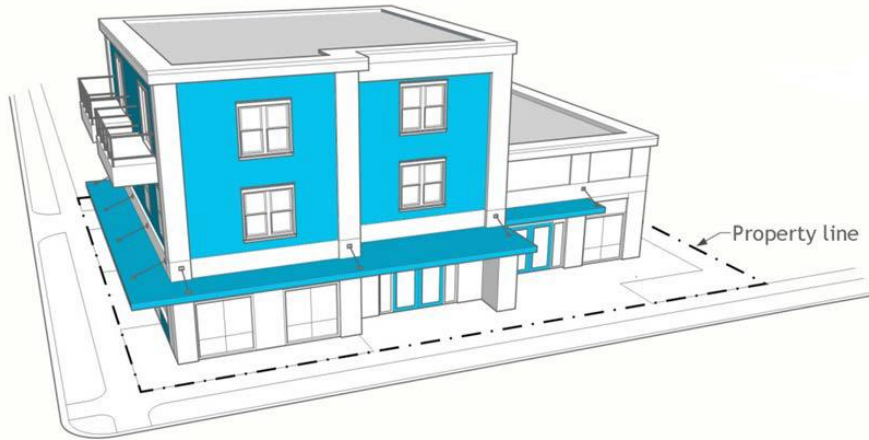
1. A microwave oven.
2. An electrical supply of more than 110 volts.
3. A sink with a drain 1 in diameter or larger.
4. A garbage disposal.
5. A dishwasher.
6. A refrigerator or freezer.

L

Lake Pointe Regional Activity Center means the area delineated and defined by the Comprehensive Plan.

Landscaped, Landscaped Area, means that portion of a lot covered by grass, groundcover, shrubs, trees, and other vegetation which is installed and maintained as part of the design and use of the premises. The Landscape Area may serve as a buffer and include driveways, sidewalks or similar improvements required for access to the property.

Live/Work Dwelling means a building that contains 1 or more Dwelling Units that maintain integrated living and working space in different areas of the unit, either horizontally or vertically stacked.



Live/Work Dwelling

Living Space means the interior space within a building designed for occupancy by 1 or more persons for living and/or sleeping.

Loading Space means an off-street space or berth used for the loading or unloading of vehicles.

Lot means a platted parcel of land having frontage upon a public street or dedicated access to a public street, the plat of which lot is recorded in the appropriate property records of Fort Bend County.

Lot Area means the total area of the lot contained within the lot lines.

Lot, Corner means a lot abutting upon 2 or more streets at their intersection.

Lot Coverage means the percentage of the lot area occupied by all enclosed areas of buildings on that lot, including primary and accessory structures, as determined at ground level.

Lot Depth means the average horizontal distance between the front and rear lot lines.

Lot Width means the horizontal distance between the side lot lines of a lot measured at the front building line.

Lot Line means the boundary dividing 1 lot from another lot or a lot from a street or place.

Lot Line, Front means the lot line that separates the front yard of the lot from the street.

Lot Line, Rear means the platted lot line farthest from and most parallel to the front lot line.

Lot Line, Side means any lot line which is not the front, rear, or street side lot line.

Lot Line, Street Side means the lot line separating the street side yard from the abutting street.

M

Maintenance Easement means an area of a parcel of land free of structures reserved to allow access for repair and maintenance of infrastructure or an adjacent structure.

Manufactured Home or "manufactured housing" means a HUD-code manufactured home or a mobile home.

Manufactured Home Park means an area approved for occupancy of Manufactured homes and accessory structures related thereto.

Master Thoroughfare Plan means a plan adopted by the City Council which identifies the general routing and classification of proposed streets and thoroughfares. The plan may also establish the function and capacity of the various thoroughfares as they relate to the land uses they are proposed to serve.

Maneuvering Area means the area within a parking lot, other than the area included in the parking spaces, used for maneuvering cars in and out of parking spaces.

Merchandise means the commodities or goods that are bought and sold in business.

Mezzanine means the intermediate level or levels between the floor and ceiling of any story.

Mews means a designated public green space with frontage on a public street that provides paved pedestrian access from adjoining lots to the street. Mews shall be owned and maintained by a homeowner's association or other perpetual entity and may include utilities.

Middle Housing refers to the following residential use types as defined in the Development Code: Urban Home Dwelling, Single-Family Attached Dwelling (Townhome), Two-Family Dwelling, Triplex or Fourplex Dwelling, Sixplex Dwelling, and Live/Work Dwelling.

Mixed-Use means a combination of both residential and nonresidential uses in close proximity or in the same development area. Occurs in the context of a walkable, pedestrian-friendly environment.

Mobile Home means a structure constructed before June 15, 1976; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in 1 or more sections; in the traveling mode, at least 8 body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and includes the plumbing, heating, air conditioning, and electrical systems of the home.

Multi-Family Dwelling means 7 or more Dwelling Units within a building on 1 platted lot.

Multiplex Dwelling means any of the following residential use types as defined in the Development Code: Triplex Dwelling, Fourplex Dwelling, or Sixplex Dwelling.

N

Natural Ground means the proposed grade of the site in accordance with an approved site plan or the existing grade of the land adjacent to the Right-of-Way.

Non-accessory Building or Structure means a building or structure in the Mixed Use Conservation (MUC) District that is:

1. Located at the rear of the lot; and
2. Occupied by the operator of the commercial business located in the Principal Building.

Nonconformity, Legal or Legal Nonconforming Use or Legal Nonconforming Building means a building, structure, condition, or use of land that does not comply with these zoning regulations but:

1. Did comply with regulations at the time the building or structure was constructed or when the condition or use was established and has since been in regular and continued existence or use; or
2. Lawfully existed immediately before it was annexed into the City and has since been in regular and continued existence or use.

Nonresidential District means a B-O, B-1, B-2, M-1, M-2, or BR district.

Nonresidential Use means a use of a premises for other than for single, two-family, or multi-family dwellings.

O

Open Space means an area without buildings.

Outdoor Kitchen means a secondary cooking area located outside a home that is typically equipped with a counter, grill, refrigerator, and/or sink.

P

Park means an area developed for active play and recreation that may include, but is not limited to, open space, sports courts, play equipment, trails, restrooms, and maintenance structures. The area may be owned by a public entity and used to provide recreational activities to the general public; or the area may be owned by a private, nonprofit, or homeowner's association and used to provide recreational activities to the members of the association.

Parking Lot means an off-street portion of a lot designed and used for the temporary parking or storage of motor vehicles, but not including the driveways and Private Garages serving single-family or two-family dwellings.

Parking Space means an area on a lot or site or within a building, other than on a public street or alley, used or intended for use for parking a motor vehicle.

Parking, Structured means a structure designed to accommodate vehicular parking spaces that are fully or partially enclosed or located on the deck surface of a building. This definition includes Parking Garages, deck parking, and underground or under-building Parking Lots.

Patio Cover means a structure with a solid roof that is unenclosed and not climate controlled.

Pedestrian Enhancement Zone means a component of the Pedestrian Realm intended for the placement of street trees, street furniture, and other fixtures in a manner that does not obstruct pedestrian access or motorist visibility. This includes, but is not limited to seating, streetlights, waste receptacles, fire hydrants, traffic signs, bus shelters, transit stops, bicycle racks, public utility equipment such as electrical transformers and water meters, and similar elements.

Pedestrian Realm means the space behind the curb of the street that provides physical space for pedestrian activity, buffering from the vehicular and bicycle traffic along the street, and space for shade and other elements that affect pedestrian comfort.

Pergola or Arbor means a permanent structure consisting of vertical posts with connected crossbeams at the top providing an open framework. Pergolas may extend from a building or be freestanding, and are typically constructed of wood, metal or similar material and are typically covered with trained climbing plants to provide shade.

Planned Development (PD) District means a customized zoning district that allows a specific set of uses, bulk regulations, and alternative standards that would not otherwise comply with the regulations of the primary zoning districts, but offer special benefits to the community.

Plat means a plan creating 1 or more lots that has been approved by the City as required by law and filed in the plat records of Fort Bend County.

Porch means a covered platform extending from a building, typically at an entrance with a separate roof. Porches may be an open or enclosed room attached to the outside of a building. A covered walkway or breezeway is not a porch.

Premises means a tract of land, including any building or structure on that tract.

Primary Entrance means the main point of access for pedestrians from the Pedestrian Realm into a building or tenant space.

Primary Façade means the front or principal face of a building which generally contains the Primary Entrance and can be distinguished from the other faces by its architectural details and orientation toward Streets and Civic Spaces.

Principal Building or Use means the primary use and chief purpose of a premises or building.

Protected Tree means a hardwood tree having a minimum caliper size of 8 inches or greater, as measured 4½ feet above ground level.

Public Utility means an entity engaged in the business of providing water, sewer, telephone, communication, cable television, natural gas, or electric services to the general public.

R

Recreational Vehicle (RV) means a portable vehicle designed primarily for temporary occupancy or use for travel, recreation, and vacation use, and includes boats, travel and tent trailers, pickup campers and shells, motorized travel homes and similar vehicles.

Reference Standard Zoning District means in a PD district the comparable zoning district that provides regulations not specified in the PD ordinance. All PDs identify a reference standard zoning district.

Residential District means a R-1E, R-1, HR-1, R-1R, R-1Z, R-2, R-3, R-4, or MUC zoning district.

Residential Use means a premises used for 1 or more dwellings for ordinary domestic use, and does not include any commercial, industrial, or institutional uses except as specifically permitted under the zoning regulations.

S

Satellite Dish Antenna means a device, usually parabolic in shape, designed and intended to be used for transmitting or receiving television, radio or microwave signals.

Setback refers to the required distance a structure or improvement must be placed from another specified structure, improvement, or location.

Shade Tree means a tree listed on the Approved Landscape Materials list in Chapter 2. Shade trees have mature crown spread that provides a canopy of shade for human comfort.

Shared Parking means parking spaces used by 2 or more uses on the same site or on separate sites with parking demands occurring at different times.

Shrub means a self-supporting, woody, evergreen species normally grown in the Texas Gulf Coast Region.

Single-Family Attached Dwelling (Townhome) means a building that contains Dwelling Units located on separately platted lots that are joined to other Dwelling Units on 1 or both sides by a common wall that is located along the side lot line and separates the individual Dwelling Units, commonly referred to as a townhouse.



Single-Family Attached Dwelling

Single-Family Detached Dwelling means a building that contains only 1 Dwelling Unit and has open space on all sides of the building.

Sixplex Dwelling means a building on 1 platted lot that contains 5 or 6 Dwelling Units either horizontally or vertically stacked.



Sixplex Dwelling

Story means the height between the successive floors of a building or from the top floor to the roof. For the purpose of computing building height, the average height for a story shall be defined as 12 feet.

Story, Half means a story under a gable, hip or gambrel roof of which the wall plates on at least 2 opposite exterior walls are not more than 2 feet above the floor of such story.

Street means any public or private thoroughfare, other than an alley, designed to be used by motor vehicles.

Structure means anything which is constructed or erected upon, under, or above the ground or water.

T

Tower means a structure constructed as a free-standing structure or in association with a Building, other permanent structure or equipment, on which is located 1 or more Antennas intended for transmitting or receiving television, AM/FM radio, digital, microwave, cellular, telephone, or similar forms of electronic communication. The term includes radio and television transmission towers, microwave towers, common carrier towers, and cellular telephone towers.

Traffic Impact Analysis (TIA) means a study intended to 1) coordinate the land use and transportation facility development, 2) assess adequately the traffic-related impacts of a development proposal on the existing and planned thoroughfare system, and 3) identify strategies and solutions to current and future traffic problems.

Tree means a self-supporting woody plant which typically grows to an overall minimum height of 15 feet in the Texas Gulf Coast region.

Tree, Protected. See Protected Tree.

Trellis means an architectural structure, usually made from an open framework or lattice of interwoven or intersecting pieces of wood, metal or similar material that is normally made to support and display climbing plants. A trellis is typically installed as a vertical wall panel.

Triplex or Fourplex Dwelling means a building on 1 platted lot that contains 3 or 4 Dwelling Units either horizontally or vertically stacked.



Triplex or Fourplex Dwelling

Two-Family Dwelling (Duplex) means a building on 1 platted lot that contains only 2 Dwelling Units, either horizontally or vertically stacked, and has open space on all sides of the building, commonly referred to as a duplex.



Two-Family Dwelling

U

Urban Home Dwelling means a building that contains only 1 Dwelling Unit and is larger in height than in width and located on a lot no wider than 40 feet, commonly referred to as a detached townhome.



Urban Home Dwelling

V

Vehicle Use Area means an outside improved area on a nonresidential premises that is used for the temporary parking of vehicles to provide services to the vehicles or its occupants, including the service areas of gasoline service stations and car washes and the drive-through areas of fast food restaurants and banks and similar uses.

Vines means plants with a flexible stem that climbs, twines, clings to, or creeps along a surface for support.

Y

Yard means the open space of a lot at grade that lies between the lot lines and the required building setback.

Yard, Front means the Yard extending across the front of the lot between the side lot lines.

Yard, Rear means the Yard extending across the rear of the lot between the side lot lines.

Yard, Side means the Yard extending along the side lot line from the Front Yard to the Rear Yard.

Yard, Street Side means a Side Yard that fronts upon a street.

Chapter 10 – Definitions

Redline Draft

Sec. 10-3. - Definitions.

A

Access Easement means an easement designated on the Final Plat or by separate instrument that provides access to platted Lots. Access easements may include Cross Access, Joint Access, or Primary Access Easements.

1. *Cross Access* means access between reserves or lots within a development for the purpose of providing connections from 1 lot or reserve to another without re-entering Public Streets, Nonresidential Private Streets or Primary Access Easements.
2. *Joint Access* means a shared driveway or drive aisle providing access from a Public Street, Nonresidential Private Street, or Primary Access Easement into or through a parking lot.
3. *Primary Access Easements* means privately owned and maintained route that provides access from a Public or Private Street to 1 or more lots or reserves. Primary Access Easements serve as the primary access route to lots or reserves without direct access to a Public or Private Street.

Accessory Building or Structure means a building or structure that serves a use customarily incidental to and located on the same lot occupied by the principal building. Common accessory buildings or structures include Private Garages and carports, farm structures, tool houses, greenhouses, home workshops, children's playhouses, storage houses, and garden shelters.

Accessory Use means a use of a building or land which serves an incidental function to the principal use of a building, structure, or land.

Advertising means to convey information to, seek the attraction of or to direct the attention of the public to any location, event, person, activity, goods, services or merchandise.

Alley means a minor street not intended to provide the primary means of access to abutting lots, that is used primarily for vehicular service access to the back or sides of lots.

Alternative Tower Structure means man-made structures such as clock towers, bell towers, church steeples, water towers, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas and towers.

Amateur Radio Station means the apparatus used by an "amateur operator" to operate a licensed "amateur radio service", as those terms are defined by federal law or regulations.

Ancillary Use means certain retail uses, as specified in the land use matrix, that are permitted uses in an office building under the conditions specified in these zoning regulations.

Antenna means any exterior apparatus designed for telephonic, radio, or television communications through the sending or receiving of electromagnetic waves.

Arbor (see Pergola)

Arcade means a covered passageway, typically found at street level, often comprised of a series of arches supported by columns.

Arterial Street means an arterial street as defined by the City's adopted Master Thoroughfare Plan or plans for streets.

Awning means a cover that projects from a wall of a building over a window or entrance to provide weather protection and architectural spatial definition. The top surface of an awning is typically sloped. An awning may be fixed in place or retractable. An awning is completely supported by the building.

B

Bicycle Parking Space means a single space provided for locking a single bicycle to a Bicycle Rack.

Bicycle Rack means a device consistent with industry standards that is capable of supporting a bicycle in a stable position where it may be locked securely.

Blank Wall means a wall which has few or no windows or doors, and has no decoration or visual interest.

Block Length means the total length of continuous street or primary access easement uninterrupted by intersecting streets or primary access easements.

Board means the City's Zoning Board of Adjustment.

Breezeway means a porch or roofed passageway open on the sides, for connecting 2 buildings, as a house and a garage.

Build-to Zone means the area between the minimum and maximum setbacks.

Building means any structure built for the support, shelter, and enclosure of persons, animals, chattel, or movable property of any kind.

Building Line means a line parallel or approximately parallel to the front, side, or rear lot line that marks the minimum distance from the front, side, or rear lot line that buildings on the lot must be located, as determined by the required front, rear, and side yards for the lot or as specified on the plat for the lot. On lots or alleys with access from an Access Easement, the building line is measured from the nearest edge of curb rather than from the property line (see Figure 10-3.A).

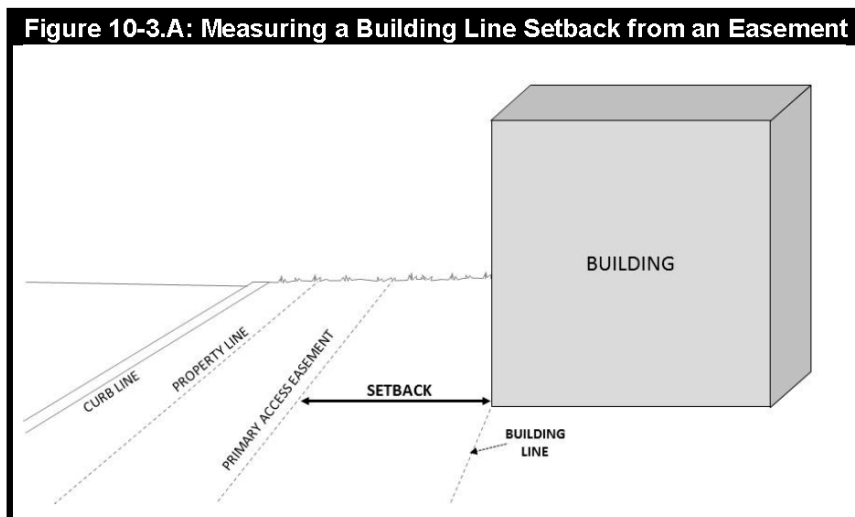


Figure 10-3.A

Bulk Plane means an imaginary inclined plane rising over the developable portion of the lot at a specified ratio for that district beyond which no portion of a building may extend. The method for establishing a Bulk Plane is as follows (see Figure 10-3.B):

1. Start at building line of the property;
2. Locate a point 24 feet above the ground at the building line;
3. From that point, draw a line that rises over the lot at a specified ratio from the building line as specified in the required "Bulk Plane ratio" for that district.
4. The line extending from the vertical line establishes the bulk plane over the lot, as illustrated.

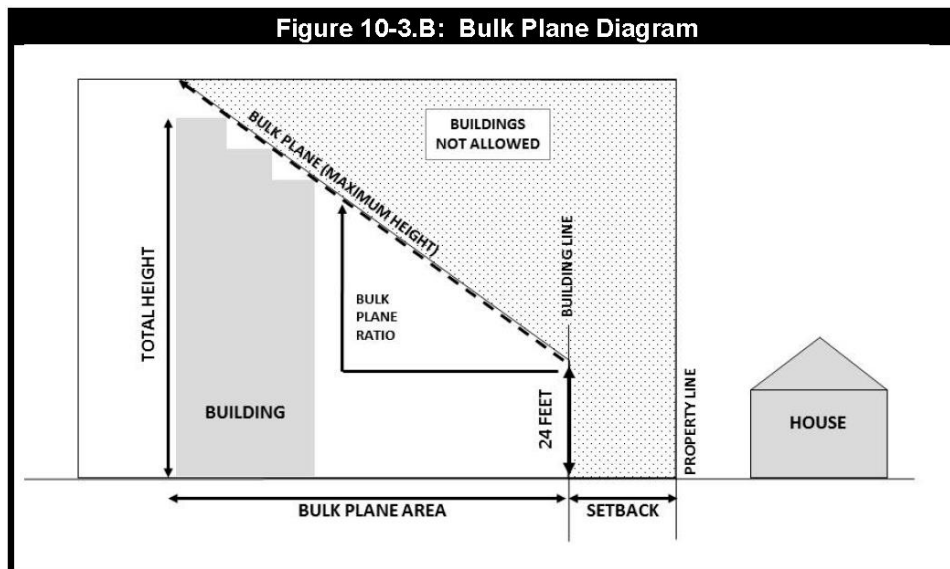


Figure 10-3.B

C

Canopy means a permanent, flat-roof shelter covering a sidewalk, driveway, or other similar area, that may be wholly supported by a building or may be wholly or partially supported by columns, poles, or braces extended from the ground.

Carport means a structure open on a minimum of 3 sides designed or used to shelter vehicles.

Certificate of Occupancy means a document issued by the City allowing for occupancy or use of a building, and certifying that the structure or use has been constructed or will be used in compliance with all applicable ordinances and codes of the City of Sugar Land.

City means the City of Sugar Land, Texas.

City Council or *Council* means the City Council of the City.

Civic Space means an enhanced pedestrian space available to the public. May include parks, squares, plazas, playgrounds, trails adjacent to natural geographic features, boardwalks, or other open spaces for public use which may be privately or publicly owned and operated.

Clear Zone means a component of the Pedestrian Realm intended to provide a clear path of travel for pedestrian movement, also known as a sidewalk.

Collector Street means a collector street as defined by the City's adopted Master Thoroughfare Plan.

Commission means the Planning and Zoning Commission of the City.

D

Design Standards means the currently adopted document which provides the general requirements for the design of public improvements, private improvements that connect to or affect the public infrastructure and the supporting documents for approval in the City and its extraterritorial jurisdiction. Specific design criteria are included in the document. The Design Standards are incorporated into the Development Code as Chapter 6.

Detached means a building that does not have a wall in common or in contact with another building.

Development Review Committee means a committee of City staff members from various departments, such as Planning, Engineering, Building Permits and Inspections, and Public Works, tasked with reviewing and processing development applications.

Director means the person designated or assigned by the City Manager to administer the zoning regulations or any other provisions of this Code. Director includes any person authorized to perform the duties of the Director.

Dwelling means a building designed exclusively for residential use, other than motels or hotels.

Dwelling, Live/Work ~~See Live/Work Dwelling means a building that contains 1 or more Dwelling Units that maintain integrated living and working space in different areas of the unit, either horizontally or vertically stacked.~~



~~Dwelling, Live/Work~~

Dwelling, Multi-Family ~~See Multi-Family Dwelling means 7 or more Dwelling Units within a building on 1 platted lot.~~

Dwelling, Multiplex ~~See Multiplex Dwelling means the following residential use types as defined in the Development Code: Triplex Dwelling, Fourplex Dwelling, or Sixplex Dwelling.~~

Dwelling, Single-Family Attached (Townhome) ~~See Single-Family Attached Dwelling (Townhome) means a building that contains Dwelling Units located on separately platted lots that are joined to other Dwelling Units on 1 or both sides by a common wall that is located along the side lot line and separates the individual Dwelling Units, commonly referred to as a townhouse.~~



Dwelling, Single-Family Attached

Dwelling, Single-Family Detached ~~See Single-Family Detached Dwelling means a building that contains only 1 Dwelling Unit and has open space on all sides of the building.~~

Dwelling, Sixplex ~~See Sixplex Dwelling means a building on 1 platted lot that contains 5 or 6 Dwelling Units either horizontally or vertically stacked.~~



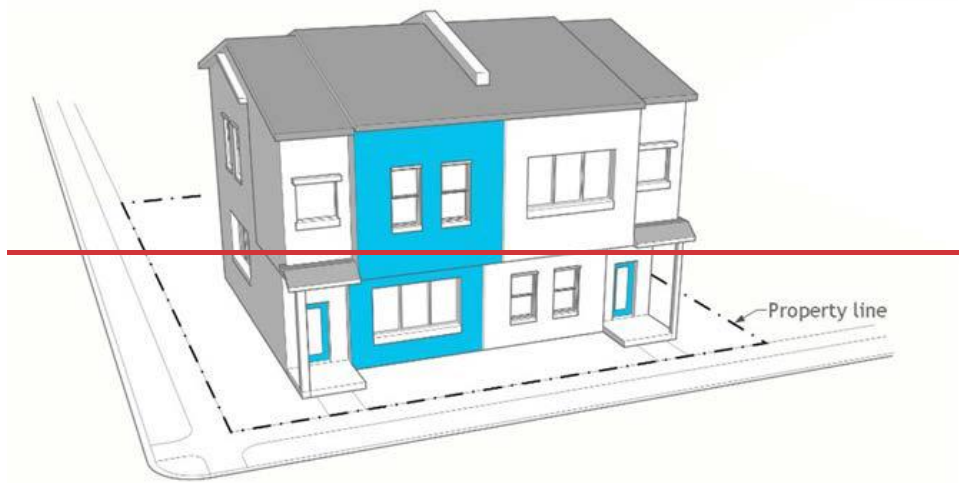
Dwelling, Sixplex

Dwelling, Triplex or Fourplex ~~See Triplex or Fourplex Dwelling means a building on 1 platted lot that contains 3 or 4 Dwelling Units either horizontally or vertically stacked.~~



~~Dwelling, Triplex or Fourplex~~

~~*Dwelling, Two-Family (Duplex)* See Two-Family Dwelling (Duplex) means a building on 1 platted lot that contains only 2 Dwelling Units, either horizontally or vertically stacked, and has open space on all sides of the building, commonly referred to as a duplex.~~



~~Dwelling, Two-Family~~

~~*Dwelling Unit* means a building or portion of a building designed to provide independent living facilities for not more than 1 family and that contains bathroom facilities and not more than 1 kitchen.~~

~~*Dwelling, Urban Home* See Urban Home Dwelling means a building that contains only 1 Dwelling Unit and is larger in height than in width and located on a lot no wider than 40 feet, commonly referred to as a detached townhome.~~



Dwelling, Urban Home

E

Effective Area means the largest imaginary rectangle that encloses all extremities of a sign, calculated from an orthographic projection of the sign viewed horizontally as the viewpoint is rotated horizontally around the sign. Measuring the Effective Areas of signs is described in Chapter 4: Sign Regulations.

F

FAA means the Federal Aviation Administration.

FAA Form 7460 means a form provided by the Federal Aviation Administration as a requirement for applicants proposing construction or alteration to buildings near aviation facilities.

F.A.R. means the floor to area ratio of a Premises zoned R-1E, R-1R, R-1, HR-1, or R-1Z, and is calculated by dividing the sum of the total square feet of the climate controlled areas of a Dwelling plus the total square feet of all Accessory Buildings located on the same lot as the Dwelling by the lot's total square feet. This definition does not apply to any Premises:

1. Platted as PUD prior to the date the lot was annexed into the City; or
2. Zoned as Planned Development District (PD).

FAR Part 77 means a section of the Federal Regulations that establishes:

1. Requirements to provide notice to the FAA of certain proposed construction or alteration of existing structures,
2. Standards used to determine obstructions to air navigation and communication facilities,
3. The process for aeronautical studies of obstructions to air navigation to determine the effect on the safe and efficient use of navigable airspace, and
4. The process to petition the FAA for discretionary review of determinations.

FCC means the Federal Communications Commission.

Family means:

1. One or more persons who are related by blood, marriage, adoption or guardianship, including foster children, exchange students, and servants, together with not more than 2 additional

persons not related by blood, marriage, or adoption to the previously identified individuals or group, living together as a single housekeeping unit; or

2. The persons living together in a Dwelling Unit that meet the definition, qualifications, and restrictions of a "community home", as set forth in chapter 123 of the Texas Human Resources Code, as amended.

Fence means a freestanding structure typically constructed of wood, brick, stone, concrete or other similar building materials and erected to enclose or visually screen a premises.

Filed or Filing Date means the date when an application, along with any required information, plans, documents and fees have been received by and acknowledged in writing by the City as being complete for purposes of processing the application. Filed may also refer to the date on which a document is recorded with the county clerk or received by TCEQ or another government entity.

Floor Area means the total square feet of floor space within the exterior walls of a building, including each floor level, but excluding carports, porches, residential Private Garages, and breezeways.

Freeway means a freeway as defined by the City's adopted Master Thoroughfare Plan.

G

Garage, Parking refers to a building designed and used for the storage of motor vehicles either operated as a business enterprise or in conjunction with a business that may or may not have a service charge or fee being paid to the owner or operator for parking or storage of privately owned vehicles.

Garage, Private refers to a building for private use of the owner or occupant of a principal building (situated on the same lot as the principal building) for the storage of motor vehicles.

Governmental Entity means the United States, the State of Texas, Fort Bend County, the City or an independent school district, or agency thereof.

H

Height means:

1. In measuring the height of a building, the vertical distance from the average ground level abutting a building to the highest point of the coping of a flat roof, the deck line of a mansard roof, or the average height of the highest gable of a pitched or hipped roof. (See Figure 10-3.C)
2. In measuring the height of a structure, other than a building, the vertical distance from the average ground level abutting the structure to the highest point of the structure.

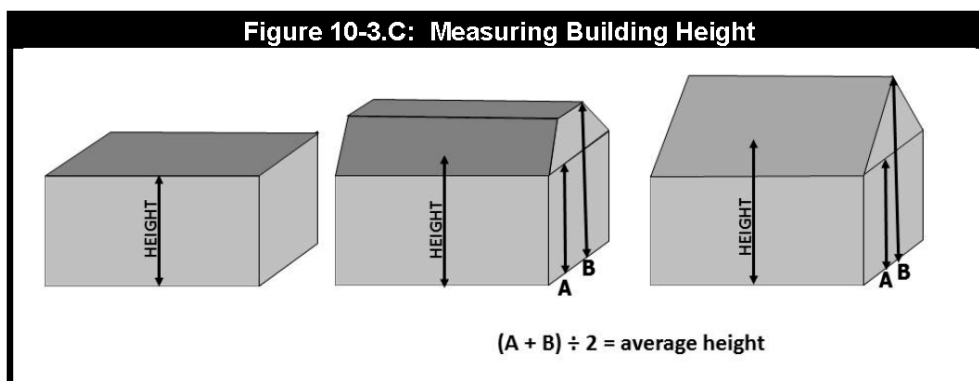


Figure 10-3.C

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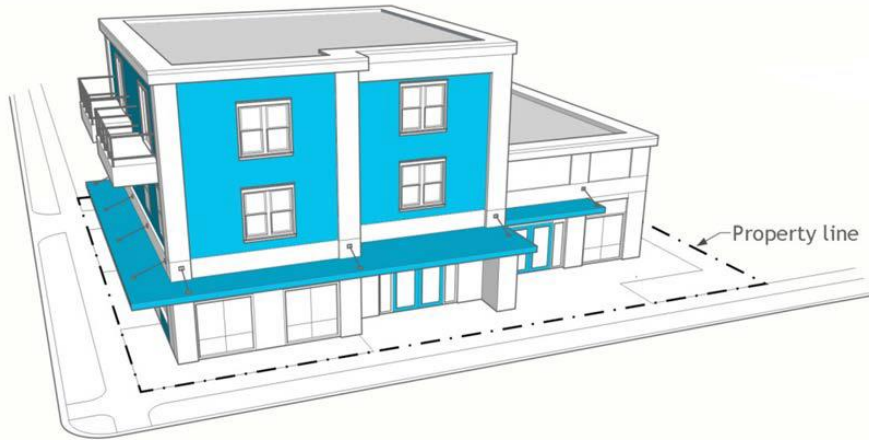
1. A microwave oven.
2. An electrical supply of more than 110 volts.
3. A sink with a drain 1 in diameter or larger.
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Landscaped, Landscaped Area, means that portion of a lot covered by grass, groundcover, shrubs, trees, and other vegetation which is installed and maintained as part of the design and use of the premises. The Landscape Area may serve as a buffer and include driveways, sidewalks or similar improvements required for access to the property.

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Lot Area means the total area of the lot contained within the lot lines.

Lot, Corner means a lot abutting upon 2 or more streets at their intersection.

Lot Coverage means the percentage of the lot area occupied by all enclosed areas of buildings on that lot, including primary and accessory structures, as determined at ground level.

Lot Depth means the average horizontal distance between the front and rear lot lines.

Lot Width means the horizontal distance between the side lot lines of a lot measured at the front building line.

Lot Line means the boundary dividing 1 lot from another lot or a lot from a street or place.

Lot Line, Front means the lot line that separates the front yard of the lot from the street.

Lot Line, Rear means the platted lot line farthest from and most parallel to the front lot line.

Lot Line, Side means any lot line which is not the front, rear, or street side lot line.

Lot Line, Street Side means the lot line separating the street side yard from the abutting street.

M

Maintenance Easement means an area of a parcel of land free of structures reserved to allow access for repair and maintenance of infrastructure or an adjacent structure.

Manufactured Home or "manufactured housing" means a HUD-code manufactured home or a mobile home.

Manufactured Home Park means an area approved for occupancy of Manufactured homes and accessory structures related thereto.

Master Thoroughfare Plan means a plan adopted by the City Council which identifies the general routing and classification of proposed streets and thoroughfares. The plan may also establish the function and capacity of the various thoroughfares as they relate to the land uses they are proposed to serve.

Maneuvering Area means the area within a parking lot, other than the area included in the parking spaces, used for maneuvering cars in and out of parking spaces.

Merchandise means the commodities or goods that are bought and sold in business.

Mezzanine means the intermediate level or levels between the floor and ceiling of any story.

Mews means a designated public green space with frontage on a public street that Dwelling Units front on that that provides paved pedestrian ~~connectivity access from adjoining lots to the street~~ to Streets or Civic Spaces. Mews shall be owned and maintained by a homeowner's association or other perpetual entity and may include utilities.

Middle Housing refers to the following residential use types as defined in the Development Code: Urban Home Dwelling, Single-Family Attached Dwelling (Townhome), Two-Family Dwelling, Triplex or Fourplex Dwelling, Sixplex Dwelling, and Live/Work Dwelling.

Mixed-Use means a combination of both residential and nonresidential uses in close proximity or in the same development area. Occurs in the context of a walkable, pedestrian-friendly environment.

Mobile Home means a structure constructed before June 15, 1976; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in 1 or more sections; in the traveling mode, at least 8 body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and includes the plumbing, heating, air conditioning, and electrical systems of the home.

Multi-Family Dwelling means 7 or more Dwelling Units within a building on 1 platted lot.

Multiplex Dwelling means any of the following residential use types as defined in the Development Code: Triplex Dwelling, Fourplex Dwelling, or Sixplex Dwelling.

N

Natural Ground means the proposed grade of the site in accordance with an approved site plan or the existing grade of the land adjacent to the Right-of-Way.

Non-accessory Building or Structure means a building or structure in the Mixed Use Conservation (MUC) District that is:

1. Located at the rear of the lot; and
2. Occupied by the operator of the commercial business located in the Principal Building.

Nonconformity, Legal or Legal Nonconforming Use or Legal Nonconforming Building means a building, structure, condition, or use of land that does not comply with these zoning regulations but:

1. Did comply with regulations at the time the building or structure was constructed or when the condition or use was established and has since been in regular and continued existence or use; or
2. Lawfully existed immediately before it was annexed into the City and has since been in regular and continued existence or use.

Nonresidential District means a B-O, B-1, B-2, M-1, M-2, or BR district.

Nonresidential Use means a use of a premises for other than for single, two-family, or multi-family dwellings.

O

Open Space means an area without buildings.

Outdoor Kitchen means a secondary cooking area located outside a home that is typically equipped with a counter, grill, refrigerator, and/or sink.

P

Park means an area developed for active play and recreation that may include, but is not limited to, open space, sports courts, play equipment, trails, restrooms, and maintenance structures. The area may be owned by a public entity and used to provide recreational activities to the general public; or the area may be owned by a private, nonprofit, or homeowner's association and used to provide recreational activities to the members of the association.

Parking Lot means an off-street portion of a lot designed and used for the temporary parking or storage of motor vehicles, but not including the driveways and Private Garages serving single-family or two-family dwellings.

Parking Space means an area on a lot or site or within a building, other than on a public street or alley, used or intended for use for parking a motor vehicle.

Parking, Structured means a structure designed to accommodate vehicular parking spaces that are fully or partially enclosed or located on the deck surface of a building. This definition includes Parking Garages, deck parking, and underground or under-building Parking Lots.

Patio Cover means a structure with a solid roof that is unenclosed and not climate controlled.

Pedestrian Enhancement Zone means a component of the Pedestrian Realm intended for the placement of street trees, street furniture, and other fixtures in a manner that does not obstruct pedestrian access or motorist visibility. This includes, but is not limited to seating, streetlights, waste receptacles, fire hydrants, traffic signs, bus shelters, transit stops, bicycle racks, public utility equipment such as electrical transformers and water meters, and similar elements.

Pedestrian Realm means the space behind the curb of the street that provides physical space for pedestrian activity, buffering from the vehicular and bicycle traffic along the street, and space for shade and other elements that affect pedestrian comfort.

Pergola or Arbor means a permanent structure consisting of vertical posts with connected crossbeams at the top providing an open framework. Pergolas may extend from a building or be freestanding, and are typically constructed of wood, metal or similar material and are typically covered with trained climbing plants to provide shade.

Planned Development (PD) District means a customized zoning district that allows a specific set of uses, bulk regulations, and alternative standards that would not otherwise comply with the regulations of the primary zoning districts, but offer special benefits to the community.

Plat means a plan creating 1 or more lots that has been approved by the City as required by law and filed in the plat records of Fort Bend County.

Porch means a covered platform extending from a building, typically at an entrance with a separate roof. Porches may be an open or enclosed room attached to the outside of a building. A covered walkway or breezeway is not a porch.

Premises means a tract of land, including any building or structure on that tract.

Primary Entrance means the main point of access for pedestrians from the Pedestrian Realm into a building or tenant space.

Primary Façade means the front or principal face of a building which generally contains the Primary Entrance and can be distinguished from the other faces by its architectural details and orientation toward Streets and Civic Spaces.

Principal Building or Use means the primary use and chief purpose of a premises or building.

Protected Tree means a hardwood tree having a minimum caliper size of 8 inches or greater, as measured 4½ feet above ground level.

Public Utility means an entity engaged in the business of providing water, sewer, telephone, communication, cable television, natural gas, or electric services to the general public.

R

Recreational Vehicle (RV) means a portable vehicle designed primarily for temporary occupancy or use for travel, recreation, and vacation use, and includes boats, travel and tent trailers, pickup campers and shells, motorized travel homes and similar vehicles.

Reference Standard Zoning District means in a PD district the comparable zoning district that provides regulations not specified in the PD ordinance. All PDs identify a reference standard zoning district.

Residential District means a R-1E, R-1, HR-1, R-1R, R-1Z, R-2, R-3, R-4, or MUC zoning district.

Residential Use means a premises used for 1 or more dwellings for ordinary domestic use, and does not include any commercial, industrial, or institutional uses except as specifically permitted under the zoning regulations.

S

Satellite Dish Antenna means a device, usually parabolic in shape, designed and intended to be used for transmitting or receiving television, radio or microwave signals.

Setback refers to the required distance a structure or improvement must be placed from another specified structure, improvement, or location.

Shade Tree means a tree listed on the Approved Landscape Materials list in Chapter 2. Shade trees have mature crown spread that provides a canopy of shade for human comfort.

Shared Parking means parking spaces used by 2 or more uses on the same site or on separate sites with parking demands occurring at different times.

Shrub means a self-supporting, woody, evergreen species normally grown in the Texas Gulf Coast Region.

Single-Family Attached Dwelling (Townhome) means a building that contains Dwelling Units located on separately platted lots that are joined to other Dwelling Units on 1 or both sides by a common wall that is located along the side lot line and separates the individual Dwelling Units, commonly referred to as a townhouse.



Single-Family Attached Dwelling

Single-Family Detached Dwelling means a building that contains only 1 Dwelling Unit and has open space on all sides of the building.

Sixplex Dwelling means a building on 1 platted lot that contains 5 or 6 Dwelling Units either horizontally or vertically stacked.



Sixplex Dwelling

Story means the height between the successive floors of a building or from the top floor to the roof. For the purpose of computing building height, the average height for a story shall be defined as 12 feet.

Story, Half means a story under a gable, hip or gambrel roof of which the wall plates on at least 2 opposite exterior walls are not more than 2 feet above the floor of such story.

Street means any public or private thoroughfare, other than an alley, designed to be used by motor vehicles.

Structure means anything which is constructed or erected upon, under, or above the ground or water.

T

Tower means a structure constructed as a free-standing structure or in association with a Building, other permanent structure or equipment, on which is located 1 or more Antennas intended for transmitting or receiving television, AM/FM radio, digital, microwave, cellular, telephone, or similar forms of electronic communication. The term includes radio and television transmission towers, microwave towers, common carrier towers, and cellular telephone towers.

Traffic Impact Analysis (TIA) means a study intended to 1) coordinate the land use and transportation facility development, 2) assess adequately the traffic-related impacts of a development proposal on the existing and planned thoroughfare system, and 3) identify strategies and solutions to current and future traffic problems.

Tree means a self-supporting woody plant which typically grows to an overall minimum height of 15 feet in the Texas Gulf Coast region.

Tree, Protected. See Protected Tree.

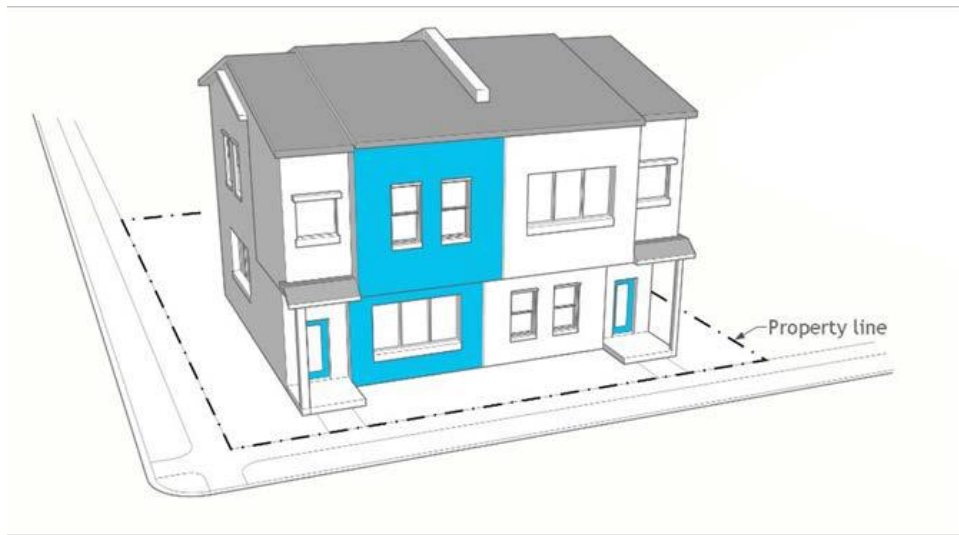
Trellis means an architectural structure, usually made from an open framework or lattice of interwoven or intersecting pieces of wood, metal or similar material that is normally made to support and display climbing plants. A trellis is typically installed as a vertical wall panel.

Triplex or Fourplex Dwelling means a building on 1 platted lot that contains 3 or 4 Dwelling Units either horizontally or vertically stacked.



Triplex or Fourplex Dwelling

Two-Family Dwelling (Duplex) means a building on 1 platted lot that contains only 2 Dwelling Units, either horizontally or vertically stacked, and has open space on all sides of the building, commonly referred to as a duplex.



Two-Family Dwelling

U

Urban Home Dwelling means a building that contains only 1 Dwelling Unit and is larger in height than in width and located on a lot no wider than 40 feet, commonly referred to as a detached townhome.



Urban Home Dwelling

V

Vehicle Use Area means an outside improved area on a nonresidential premises that is used for the temporary parking of vehicles to provide services to the vehicles or its occupants, including the service areas of gasoline service stations and car washes and the drive-through areas of fast food restaurants and banks and similar uses.

Vines means plants with a flexible stem that climbs, twines, clings to, or creeps along a surface for support.

Y

Yard means the open space of a lot at grade that lies between the lot lines and the required building setback.

Yard, Front means the Yard extending across the front of the lot between the side lot lines.

Yard, Rear means the Yard extending across the rear of the lot between the side lot lines.

Yard, Side means the Yard extending along the side lot line from the Front Yard to the Rear Yard.

Yard, Street Side means a Side Yard that fronts upon a street.



City Council Agenda Request May 6, 2025

Agenda Request No: VII.B.

Agenda of: City Council Meeting

Initiated by: Jessica Rodriguez, Development Planning Manager

Presented by: Jessica Rodriguez, Development Planning Manager

Responsible Department: Planning and Development Services

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-19**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, DIRECTING CITY STAFF TO EXPLORE POTENTIAL ZONING MODIFICATIONS FOR THE PROPERTIES ALONG THE WEST SIDE OF ULRICH STREET, SOUTH OF AVENUE D.

Recommended Action:

Approve Resolution No. 25-19 directing staff to evaluate zoning modifications on the west side of Ulrich Street south from Avenue D to evaluate zoning modifications and to bring a proposed ordinance amendment to City Council for review no later than December 16, 2025.

Executive Summary:

Resolution No. 25-19 aims to examine zoning regulations for properties on the west side of Ulrich Street, south of Avenue D, which are zoned Standard Single-Family Residential (R-1) District and General Industrial (M-2) District properties. Over the last year, staff received a zoning change application for an R-1 zoned property to nonresidential use; and a change of occupancy permit in M-2. Reviewing both requests, it became apparent that land use regulations may be restricting redevelopment of these properties due to large setbacks, parking ratios, lot coverage, and landscaping regulations. The properties along this stretch of Ulrich Street have both nonresidential uses in M-2 and residential uses in R-1. However, a few of the R-1 zoned properties have nonresidential building forms due to previous nonresidential use prior to city incorporation and zoning establishment. Resolution No. 25-19 will allow staff to evaluate appropriate land uses, bulk plane regulations, parking regulations, and landscaping regulations based on the uniqueness of these properties so that they become economically viable.

This Resolution directs staff to evaluate the existing zoning on the west side of Ulrich Street, south of Avenue D, for the creation of an overlay district or other zoning adjustments.

The Economic Development Committee was briefed on the resolution at their April 22, 2025,

meeting and were supportive of the approach.

Staff anticipates bringing forward a draft ordinance to establish an overlay district or other zoning adjustments as part of the Sugar Land Development Code to the Planning and Zoning Commission for recommendation and to the City Council for consideration by the end of 2025.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. Resolution No. 25-19

RESOLUTION NO. 25-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS
DIRECTING CITY STAFF TO EXPLORE POTENTIAL ZONING MODIFICATIONS FOR
THE PROPERTIES ALONG THE WEST SIDE OF ULRICH STREET, SOUTH OF
AVENUE D.**

WHEREAS, the City Council finds that the area along the west side of Ulrich Street, south of Avenue D, presents unique characteristics, including lot configurations and uses that may not be adequately addressed by current zoning regulations; and

WHEREAS, the City Council recognizes the need to evaluate whether the existing zoning regulations effectively support the long-term economic viability and compatibility of uses within this area; and

WHEREAS, the City Council wishes to explore potential zoning modifications, including the creation of an overlay district or other zoning adjustments, to address the needs of the area; NOW THEREFORE:

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

Section 1. That the City Council hereby directs City planning staff to evaluate options for zoning modifications, including the creation of an overlay district or other zoning adjustments, for the area along the west side of Ulrich Street, south of Avenue D, and to bring a proposal to City Council for review no later than December 16, 2025.

APPROVED on _____, 2025

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Clerk



City Council Agenda Request May 6, 2025

Agenda Request No: VII.C.

Agenda of: City Council Meeting

Initiated by: Sharon Shapiro, Grants Officer

Presented by: GREGORY SUTER, Police Captain - Staff Services Bureau

Responsible Department: Police

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-24**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, FOR THE STATE CRISIS INTERVENTION GRANT PROGRAM, FY2026, TO FUND LAW ENFORCEMENT PROJECTS; DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT; AND REPEALING RESOLUTION NO. 25-08.

Recommended Action:

Repeal Resolution No. 25-08 and approve Resolution No. 25-24 to include the name and the project number of the grant.

Executive Summary:

This executive summary is to provide the rationale to repeal Resolution No. 25-08, titled "Crisis Intervention Grant Program", and the approval of a new Resolution No. 25-24, Law Enforcement Mental Health Collaborative Program (Grant #5407501).

Resolution No. 25-08 was approved on February 4, 2025, for the submission for a grant application to the State of Texas, Office of the Governor for the FY26 Crisis Intervention Grant Program. This program promotes the prevention, intervention, and reduction of crime and violence and provide essential crisis services to at-risk populations through the FY26 State Crisis Intervention Grant Program.

The Crisis Intervention Team is seeking \$127,474.25 in grant funding for the following initiatives:

- Texana Screener - \$78,385
- WRAP (Wellness Recovery Action Plan) - 10 WRAP Units: \$15,821

- Mental Health Training, Conference and Certification Costs: \$33,268.25

After review of the application, and as part of the conditions of funding, the Office of the Governor requires a resolution with the name of the project and grant number to be included within it for which funding is requested.

Staff recommends city council repeal Resolution No. 25-08 and approve Resolution No. 25-24 to ensure compliance with the conditions of funding of the Crisis Intervention Grant Program application.

Budget

Expenditure Required:

Current Budget:

Additional Funding:

Funding Source:

Account Number (ORG-OBJ-Project):

Attachments

1. Resolution 25-24

RESOLUTION NO. 25-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, FOR THE STATE CRISIS INTERVENTION GRANT PROGRAM, FY2026, TO FUND LAW ENFORCEMENT PROJECTS; DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT; AND REPEALING RESOLUTION NO. 25-08.

WHEREAS, the City Council of the City of Sugar Land ("City") finds it is in the best interest of the citizens of the City to submit an application to the State of Texas, Office of the Governor, for the State Crisis Intervention Grant Program, FY2026 ("Grant"), to fund law enforcement projects including Law Enforcement Mental Health Collaborative Program, that promote the prevention, intervention, and reduction of crime and violence and provide essential crisis services to at-risk populations within the communities; NOW, THEREFORE,

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

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

Section 2. That the City authorizes the submission of a grant application to the State of Texas, Office of the Governor, for the State Crisis Intervention Grant Program, FY2026 ("Grant"), to fund law enforcement projects including Law Enforcement Mental Health Collaborative Program (Grant #5407501).

Section 3. That the City Manager is designated as authorized grant official to apply for, accept, reject, alter or terminate the Grant on behalf of the City of Sugar Land.

Section 4. That the City agrees to provide the applicable matching funds as required by the Grant.

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

Section 6. That Resolution No. 25-08 is repealed.

APPROVED on May _____, 2025.

_____, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Secretary



City Council Agenda Request May 6, 2025

Agenda Request No: VII.D.

Agenda of: City Council Meeting

Initiated by: Sharon Shapiro, Grants Officer

Presented by: GREGORY SUTER, Police Captain - Staff Services Bureau

Responsible Department: Police

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-25**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR (FY) 2026 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM FUNDED THROUGH BG-RIFLE RESISTANT BODY-ARMOR GRANT PROGRAM ("GRANT") TO FUND RIFLE RESISTANT BODY ARMOR (GRANT #5406701); DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT; AND REPEALING RESOLUTION NO. 25-09.

Recommended Action:

Approve Resolution No. 25-25 for the FY26 Rifle-Resistant Body-Armor Grant Program and repeal Resolution No. 25-09.

Executive Summary:

This executive summary is to provide the reasoning for repealing Resolution No. 25-09, titled "FY2026 Rifle-Resistant Body Armor Grant Program and the FY2026 Criminal Justice Grant Program", and the approval of a new Resolution No. 25-25, titled "Rifle-Resistant Body Armor" (Grant #5406701).

Resolution No. 25-09 was approved on February 4, 2025, for the submission of a grant application to the State of Texas, Office of the Governor, for the FY26 Rifle-Resistant Body Armor Grant Program. This program's purpose is to equip peace officers with rifle-resistant body armor and to fund projects that promote public safety, reduce crime and improve the criminal justice system.

Under this program, the Sugar Land Police Department (SLPD) submitted an application that will give SLPD Officers a higher level of ballistic protection required to stop threats from a rifle.

SLPD is seeking funding of \$147,500 for 60 sets of armor to outfit more patrol.

After reviewing the application, and as part of the conditions of funding, the Office of the Governor requires a resolution with the name of the project and grant number to be included within it for which funding is requested.

Staff recommends city council repeal Resolution No. 25-09 and approve Resolution No. 25-25 to ensure compliance with the conditions of funding of the Rifle Resistant Body Armor Grant Program application.

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. Resolution No. 25-25

RESOLUTION NO. 25-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR (FY) 2026 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM FUNDED THROUGH BG-RIFLE RESISTANT BODY-ARMOR GRANT PROGRAM (“GRANT”) TO FUND RIFLE RESISTANT BODY ARMOR (GRANT #5406701); DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT; AND REPEALING RESOLUTION NO. 25-09.

WHEREAS, the City Council of the City of Sugar Land (“City”) finds it is in the best interest of the citizens of the City to submit a grant application to the State of Texas, Office of the Governor, Public Safety Office, Criminal Justice Division, for the Fiscal Year (FY) 2026 Rifle-Resistant Body Armor Grant Program funded through BG-Rifle-Resistant Body Armor Grant Program (“Grant”) to equip peace officers with rifle-resistant body armor (Grant #5406701); NOW, THEREFORE,

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

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

Section 2. That the City authorizes the submission of a grant application to the State of Texas, Office of the Governor, Public Safety Office, Criminal Justice Division, for the FY2026 Rifle-Resistant Body Armor Grant Program funded through BG-Rifle-Resistant Body Armor Grant Program (“Grant”), to equip peace officers with rifle resistant body armor (Grant #5406701).

Section 3. That the City Manager is designated as authorized grant official to apply for, accept, reject, alter or terminate the Grant on behalf of the City of Sugar Land.

Section 4. That the City agrees to provide the applicable matching funds as required by the Grant.

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

Section 6. That Resolution No. 25-09 is repealed.

APPROVED on _____.

_____, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Secretary



City Council Agenda Request May 6, 2025

Agenda Request No: VII.E.

Agenda of: City Council Meeting

Initiated by: Sharon Shapiro, Grants Officer

Presented by: GREGORY SUTER, Police Captain - Staff Services Bureau

Responsible Department: Police

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-26**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR (FY) 2026 CRIMINAL JUSTICE GRANT PROGRAM FUNDED THROUGH THE DJ-EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM ("GRANT") TO FUND K-9 UNIT (GRANT #5406401) AND CROWD CONTROL AND CIVIL UNREST EQUIPMENT (GRANT #5534001); AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

Recommended Action:

Approve Resolution No. 25-26 for the submission of an application for the FY26 Criminal Justice Grant Program for a K-9 Unit and Crowd Control and Civil Unrest Equipment.

Executive Summary:

On February 4, 2025, City Council approved Resolution 25-09 to submit two applications to the State of Texas, Office of the Governor, for the FY2026 Criminal Justice Grant Program. After reviewing the application, and as part of the conditions of funding, the Office of the Governor requires a resolution with the name of the project and grant number to be included within it for which funding is requested.

Resolution No. 25-26 authorizes the submission of grant applications to the State of Texas, Office of the Governor, for the FY26 Criminal Justice Grant Program funded through the DJ-Edward Byrne Memorial Justice Assistance Grant Program, titled "K-9 Unit" (GRANT #5406401) and "Crowd Control and Civil Unrest Equipment" (GRANT #5534001).

One application was to seek funding in the amount of \$136,354.51 for an additional Police K-9 Unit for Event Support and a reduction in coverage gaps that currently occur with our current 2

units. The dog will be dual-purpose patrol, tracking, apprehension, handler protection, and narcotics. In addition, requested funding will be used to purchase a fully outfitted K-9 vehicle, and handler training.

The second application was to seek funding in the amount of \$147,147.40 for the Police Departments Special Response Team (SRT) which leads our response to any potential unrest within our city and serves as support to other teams and jurisdictions in the region. If awarded, this will fund body armor for our 25-member team.

Staff recommends city council approve Resolution No. 25-26 to ensure compliance with the conditions of funding of the Criminal Justice Grant Program.

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. Resolution 25-26

RESOLUTION NO. 25-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR (FY) 2026 CRIMINAL JUSTICE GRANT PROGRAM FUNDED THROUGH THE DJ-EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (“GRANT”) TO FUND K-9 UNIT (GRANT #5406401) AND CROWD CONTROL AND CIVIL UNREST EQUIPMENT (GRANT #5534001); AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the City Council of the City of Sugar Land (“City”) finds it is in the best interest of the citizens of the City to submit grant applications to the State of Texas, Office of the Governor, Public Safety Office, Criminal Justice Division, for the Fiscal Year (FY) 2026 Criminal Justice Grant Program funded through the DJ-Edward Byrne Memorial Justice Assistance Grant Program (“Grant”) to fund the K-9 Unit (Grant #5406401) and Crowd Control and Civil Unrest Equipment (Grant #5534001); NOW, THEREFORE,

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

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

Section 2. That the City authorizes the submission of grant applications to the State of Texas, Office of the Governor, Public Safety Office, Criminal Justice Division, for the FY2026 Criminal Justice Grant Program funded through the DJ-Edward Byrne Memorial Justice Assistance Grant Program (“Grant”) to fund the K-9 Unit (Grant #5406401) and Crowd Control and Civil Unrest Equipment (Grant #5534001).

Section 3. That the City Manager is designated as authorized grant official to apply for, accept, reject, alter or terminate the Grant on behalf of the City of Sugar Land.

Section 4. That the City agrees to provide the applicable matching funds as required by the Grant.

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

APPROVED on _____.

_____, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Secretary



City Council Agenda Request

May 6, 2025

Agenda Request No: VII.F.

Agenda of: City Council Meeting

Initiated by: Ryon Bell, Streets and Drainage Manager

Presented by: Ryon Bell, Streets and Drainage Manager

Responsible Department: Public Works

Agenda Caption:

Consideration of and action on authorization of a Contract with G&S Asphalt DBA American Materials, Inc, in the amount of \$140,000.00, for the purchase of associated materials for the Scenic River Drive roadway resurfacing.

Recommended Action:

The Public Works Department recommends approval of a contract with G&S Asphalt dba. American Materials, for the procurement of materials necessary to resurface roadways in accordance with the Scenic Rivers Interlocal Project Agreement with the Fort Bend County Road and Bridge Division. This contract will utilize cooperative pricing through Fort Bend County Bid No. 25-041, with a total contract amount of \$140,000.00.

Executive Summary:

The Public Works Department is partnering with the Fort Bend County Road and Bridge Division to resurface the asphalt roadway on Scenic Rivers Drive. Based on the City's most recent pavement assessment and on-site visual inspections, staff determined that the condition of Scenic Rivers Drive has exceeded its useful life and meets the criteria for resurfacing.

The planned rehabilitation will include milling the existing asphalt surface and installing new asphalt pavement along the length of the roadway. The estimated material cost for the Public Works Department is approximately \$140,000.00. The project is expected to be completed within 15 working days. While a definitive start date is still being coordinated with the County, the work is scheduled to begin during the summer of 2025.

Effective communication with the community will be a priority. Public Works will begin outreach to residents at least two weeks prior to the project start date. Scenic Rivers Drive does not directly front any residences, and impacts to local traffic are expected to be minimal.

The Public Works Department recommends approval of a contract with G&S Asphalt dab. American Materials, for the procurement of materials necessary to resurface roadways in

accordance with the Scenic Rivers Interlocal Project Agreement with the Fort Bend County Road and Bridge Division. This contract will utilize cooperative pricing through Fort Bend County Bid No. 25-041, with a total contract amount of \$140,000.00.

Budget

Expenditure Required: \$140,000.00

Current Budget: \$140,000.00

Additional Funding: N/A

Funding Source: Public Works Operations Budget

Account Number (ORG-OBJ-Project): 1013110 - 571045

Attachments

1. Signed Contract
2. Senate Bill 19
3. Senate Bill 13
4. House Bill 89
5. Form 1295
6. B25-041 Award Letter

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

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: *Brian D. [Signature]*

Date:

Date: *04/17/2025*

Title:

Title: *Sales Manager*

Company: *American Materials*

MATTER NUMBER: 6252M

APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: G & S Asphalt, Inc. dba American Materials, Inc.
10126 Cash Road
Stafford, TX 77477

Description of Services: Earthen Road Materials for the Rehabilitation of Scenic Rivers Drive

Maximum Contract Amount: \$140,000.00

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

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

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

III. Standard Contractual Provisions.

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

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

C. Termination Provisions.

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

(a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

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

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

Contract automatically terminates at the beginning of the first day of the successive fiscal year, (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. A provision in the Contractor's Additional Contract Document is void and unenforceable if it: (1) limits or releases the Contractor from liability that would exist by law in the absence of the provision; (2) creates liability for the City that would not exist by law in the absence of the provision; or (3) waives or limits the City's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Additional Terms or Conditions.

A. This Contract is additionally governed by Fort Bend County ("FBC") Bid No. 25-041, incorporated herein by reference. If there is a conflict between a provision in FBC Bid No. 25-041 and a provision in the City's Contract documents and the City's Additional Contract Documents, the latter controls.

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

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Awarded Bid No. 25-041 (see page 4) (9 pages)
- A-2. Certificate of Interested Persons with Certification of Filing (1 page)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification (1 page)
- A-5. Senate Bill 19 Verification (2 pages)

Exhibit B. City's Additional Contract Documents:

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

EXHIBIT A-1

Awarded Bid No. 25-041 (see page 4)

(See attached)



City Council Agenda Request

May 6, 2025

Agenda Request No: VII.G.

Agenda of: City Council Meeting

Initiated by: Charles Stroud, Wastewater Facilities Manager

Presented by: Charles Stroud, Wastewater Facilities Manager

Responsible Department: Utilities

Agenda Caption:

Consideration of and action on authorization of a Contract with Electric Motor Specialists, in the amount of \$300,000.00, for pump repairs for the Lift Stations, Groundwater Plants, and Surface Water Plant. This contract will automatically renew for four (4) additional one-year terms for a total contract amount of \$1,500,000.00.

Recommended Action:

The Utilities Department recommends that the City Council authorize the execution of a contract between the City of Sugar Land and Electric Motor Specialists for Lift Stations, Groundwater Plants, and Surface Water Plant pump repairs in the amount of \$300,000 per year, with a total of \$1,500,000 for five years.

Executive Summary:

The City owns over 260 sanitary sewer lift station pumps and over 50 pumps at the surface water and groundwater facilities. As part of the City's water and wastewater maintenance program, the Water Utilities Division contracts out major pump and motor repairs including motor rewinds, new bearings, replacement seals, balancing, machining, and emergency repairs that require specialized equipment and skills beyond staff expertise. These pumps are by various manufacturers, including Flygt and non-Flygt pumps. Based on the historical average, the Water Utilities Division repairs or replaces approximately 10% of the pumps each year.

On November 21, 2024, the City received two bids from its Invitation To Bid (ITB# 2025-ITB-006) for non-Flygt pump and motor repair services. One bid was from North Side Electric Motors, and the other from Electric Motor Specialists. The bid was for an on-call or "as needed" contract based on the unit price listed in the contract. The bid provided by Electric Motor Specialists was the lowest bid at \$300,000 per year. This amount is estimated from past expenditures and the anticipated number of repairs to be made in the coming years. It also includes additional funds to provide capacity for emergency repairs should the need arise. Staff is confident Electric Motor Specialists will meet the Division's high quality expectations, as experienced with previous contracts with the City. The contract will automatically renew for

four (4) additional one-year terms under the same terms and conditions, unless written notice of a party's intent not to renew is received by the other party on or before the thirty (30) days before the expiration of the then-current term.

Funding for this contract is available through the Utilities - Surface Water Division, Groundwater Division, and Wastewater Division - Operations & Maintenance budgets.

The Utilities Department recommends that the City Council authorize the execution of a contract between the City of Sugar Land and Electric Motor Specialists for Lift Stations, Groundwater Plants, and Surface Water Plant pump repairs in the amount of \$300,000 per year, with a total of \$1,500,000 for five years.

Budget

Expenditure Required: \$300,000.00

Current Budget: \$300,000.00

Additional Funding: \$0 - no additional funding needed

Funding Source: Utilities Operating Fund

Account Number (ORG-OBJ-Project): 6019125-571042; 6019150-571042; 6019115-571042

Attachments

1. Contract
2. Additional Forms
3. SB-13_(STATE_OF_TEXAS__SENATE_BILL_13_VERIFICATION)_Form_(1)
4. HB-89_-_Verification
5. EMS_W-9_-_24
6. Form_1295_-_2025-1272148
7. Waiver_of_Liability_-_COSL

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES

\$1M and Greater
(Rev. 1-16-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:

Title:

Title:

MATTER NUMBER: 6062M
APPROVED AS TO FORM:

Jishen Day

Company:

David B. Klaus
David Klaus
2/25/2025
Vice President
Electric Motor Specialists

II. General Information and Terms.

Contractor's Name and Address: Electric Motor Specialists
10727 B Peltier Lane
Houston, Texas 77064

Description of Services: On-Call Pump and Motor Repairs (Bid No. 2025-ITB-006)

Maximum Contract Amount: \$300,000 per year (or \$1,500,000 for 5 years)

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

Termination Date: September 30, 2025, subject to Sec. III.C.

Renewal: This Contract will automatically renew without further documentation or agreement annually, beginning October 1 of each year, for four (4) additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before the thirty (30) days before the expiration of the then current term, subject to Sec. III.C.

Contract Parts: This Contract consists of the following parts:



City Council Agenda Request May 6, 2025

Agenda Request No: VII.H.

Agenda of: City Council Meeting

Initiated by: William Hajdik, Assistant Director of Parks & Recreation

Presented by: William Hajdik, Assistant Director of Parks & Recreation

Responsible Department: Parks

Agenda Caption:

Consideration of and action on authorization of a Contract with McKenna Contracting, Inc., in the amount of \$152,250.00 through the BuyBoard Cooperative Purchasing Contract No. 737-24, for construction services for the City Park Pickleball Courts Project, CIP CPK2304.

Recommended Action:

Consideration of and action on authorizing the contract with McKenna Contracting, Inc. in the amount of \$152,250 for the City Park Pickleball Courts, CIP CPK2304.

Executive Summary:

In November 2022, SL4B approved Resolution No. SL4B-R-22-05, allocating \$225,000 in funding for further improvements to Crown Festival Park and City Park. This funding covered the installation of a shade structure at Crown Festival Park at the pump track, the shade structure was installed in February 2024, costing approximately \$52,805. The second phase of this project is pickleball courts at City Park.

A site at City Park was selected due to its central location, proximity to existing tennis/pickleball courts, use of existing park facilities, available parking and restrooms, and suitability for four additional dedicated pickleball courts. The Parks Department collaborated with Engineering to develop the survey and construction documents in-house for the bid process. Public Works and Parks staff completed the slab sub-grade work in-house to help keep the project within budget.

The Invitation to Bid was advertised on OpenGov beginning January 29, 2025, as Project ID CIP 2025-009. All three bids exceeded the current budget for this project, therefore, City Staff recommended, and City Council approved the rejection of all three bids.

City staff was able to obtain a BuyBoard (#732-24) bid from McKenna Contracting, Inc. for \$152,250. McKenna Contracting has a good project reference history with the City and provided multiple comparable references. The bid is within the existing budget for this project.

The Parks and Recreation Departments recommend that City Council authorize the BuyBoard contract with McKenna Contracting in the amount of \$152,250 for the City Park Pickleball Court (CIP CPK2304), Project ID CIP 2025-009.

Budget

Expenditure Required: \$152,250

Current Budget: \$170,000

Additional Funding: N/A

Funding Source: CPK2304

Account Number (ORG-OBJ-Project): 7053225-621020

Attachments

1. Contract
2. Exhibits A-1 to B-1 City of Sugarland
3. Form 1295 Certificate 101347187 Sugar Land
4. City of Sugarland COI
5. Classic Sports (McKenna Contracting, Inc.) Buyboard Letter
6. proposal

CITY OF SUGAR LAND
STANDARD CONTRACT FOR SMALL CONSTRUCTION PROJECTS
(Rev. 8-13-24)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: *Betsy Vernier*

Date:

Date: 4-11-2025

Title:

Title: Vice President

Company: McKenna Contracting

MATTER NUMBER: 6500M
APPROVED AS TO FORM:

Angela Mann

II. General Information and Terms.

Project: City Park Pickleball Courts, CIP No. CPK2304, per City Plan Set dated January 2025

Contractor: McKenna Contracting, Inc., 21755 North Freeway, Building 9, Spring TX 77388

Maximum Contract Amount: \$152,250.00 (Materials, Equipment, and Labor: \$148,750 + Alternate #1: \$3,500, per Contractor's Proposal dated April 3, 2025)

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 **120** 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 **14** Calendar Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: **\$250** per Calendar Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: **\$100** per Calendar Day

Electronic Delivery

Betsy Vernier
Classic Sports (McKenna Contracting, Inc)
21755 North Freeway Building #9
Spring, TX 77388

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 737-24, Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing.

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2024, to May 31, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 737-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,



Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing	Proposal Due Date/Opening Date and Time January 18, 2024, at 4:00 PM
Proposal Invitation Number 737-24	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term June 1, 2024, through May 31, 2025, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date April 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Classic Sports

Name of Proposing Company

11-14-2023

Date

21755 North Freeway Building #9

Street Address

Betsy Vernier

Signature of Authorized Company Official

Spring, Texas 77388

City, State, Zip

Betsy Vernier

Printed Name of Authorized Company Official

832-326-1581

Telephone Number of Authorized Company Official

Vice President

Position or Title of Authorized Company Official

81-2019600

Federal ID Number

Fax Number of Authorized Company Official

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.*

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: BV

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: BV

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Classic Sports

Company Name

Spring

City

21755 North Freeway Building #9

Address

Texas

State

77388

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

- B. What is the prescribed amount or percentage? \$_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

☒ Yes ☐ No

Initial: BV

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: BV

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (✓) all that apply)*

NO I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business** ☒ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____ **Name of**

Certifying Agency: _____ **HUB**

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: BV

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: BV

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Initial: BV

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: BV

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: BV



B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: BV



EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BV

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: BV

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BV

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: BV



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Classic Sports

Company Name

Betsy Vernier

Signature of Authorized Company Official

Betsy Vernier Vice President

Printed Name and Title

11-15-2023

Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Classic Sports

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 81-2019600
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Classic Sports, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

21755 North Freeway, Building #9

6 City, state, and ZIP code

Spring TX 77388

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 1 - 2 0 1 9 6 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

10/15/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12-month period is ____/____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%)**: _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Discounts and Volume Varied					Quantity/ Volume
Entity Name	Contact	Phone#	Email Address	Discount	
1. Woodlands Township	Michelle Betcher	281-210-3903	mbetcher@thewoodlandtownship-tx.gov		
2. City of Conroe	Lauren Arnold	936.522.3843	larnold@cityofconroe.org		
3. Conroe ISD- GTT General Contractor	Dwane Stoke	936.441.8282	dswonke@gttconstruction.com		
4. City of Sugarland	William C. Hajdik	281-275-2352	whajdik@sugarlandtx.gov		
5. City of Missouri City	Jason Magnum	281-403-8647	jason.mangum@missouricitytx.gov		

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



About Us

Classic Sports was established with the goal of providing the highest excellence of workmanship using only first-rate industry materials. Our manufacturer certified team has over ten years of experience in working together.

- Tennis, Basketball, Volleyball and Game Sports Court Repair and Resurfacing
- Top quality supplies, including Plexipave (made by California Products), Putterman Athletics, Douglas Industries, Edwards and Rol-Dri
- Certified installer of Riteway Crack Fabric and Plexipave Sport Surfacing
- In stock sports nets and court equipment
- Fully Insured

We proudly serve universities, country clubs, resorts, parks, residential communities and private residences in the Houston and surrounding areas.

Professional quality nets and posts along with other court accessories are available. Our Services below offers many before and after photos of completed jobs.

You can reach us anytime via phone or our e-mail address attached.

Please call or email for a free estimate:

832-326-1581 betsy@mckennacontracting.net

CALL CLASSIC SPORTS WHEN YOU WANT "QUALITY WORK" DONE RIGHT THE FIRST TIME.

Our Family

McKenna Contracting

Our Parent Company - Providing quality workmanship for communities, schools and daycares, public parks and church properties since 1985.

Houston Express Blower Services

We provide commercial mulch blowing, hydro seeding and playground surfacing services for the greater Houston area.

Playgrounds Houston

Providing exceptional services required to deliver the highest level of quality construction services at fair prices that are market-competitive. It is our playground structure company's vision that all children should have a safe playground within walking distance of home.

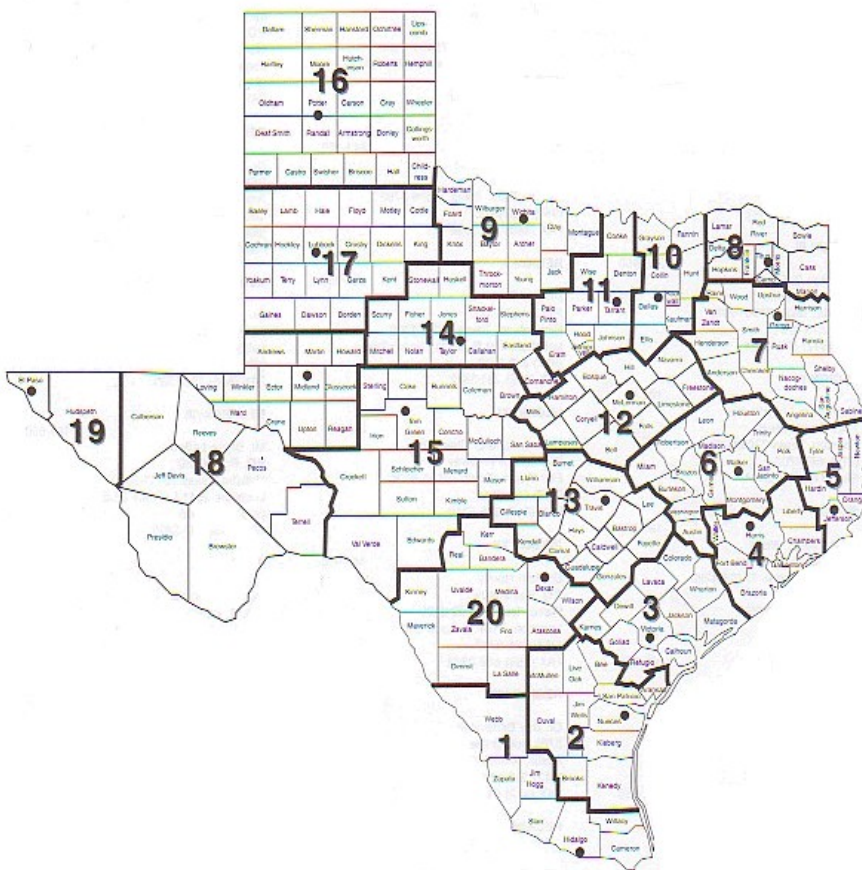
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers

Region and Headquarters



- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.*

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.**

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri

Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Classic Sports

Proposal No. 737-24 for Indoor and Outdoor Sports Surfaces

Name of Vendor

Proposal Invitation Number

Betsy Vernier

Betsy Vernier

Signature of Authorized Company Official

Printed Name of Authorized Company Official

12-14-2023

Date



LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Classic Sports was established with the goal of providing the highest excellence of workmanship using only first-rate industry materials.

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

We have done numerous projects for City Parks and Recreation customers that would like to use Buyboard but couldnt becasue we arent approved. City of Sugarland \$25K, City of Conroe \$51K, City of Missouri City \$112K

We also did a large project for Conroe ISD for \$115K and Harris County - \$238K

New Project just awarded this week Conroe ISD \$455K

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Our manufacturer certified team has over ten years of experience in working together.

Inside and Outside sales are always bidding jobs for our regular customer that we would like to use Buyboard rather than compete against multiple bids.



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

We rarely see this product for court resurfacing needed these services.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

We dont use any sub- contrators for our resurfacing projects - everything is in house

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

We are known in the Houston market for our long standing quality service and delivery. We have repeat business on all of our HOA and City/County business that we are bidding and receiving this work every month.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Classic Sports is a division of McKenna Contracting that has done over \$100 K in Buyboard orders . We are very financially capable. between both companies we will easily do over 12 Million dollars in sales this year.



8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

None

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

California Sports Surfaces our supplier of the Plexipave coating line (we are the certified supplier/installer for the Houston market) is cerebrating 70 Years this year.



12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

We get bonds on a pretty regular basis for Harris County - Direct Surety

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

None



VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: *This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases.* Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Classic Sports

Betsy Vernier

Signature of Vendor Authorized Representative

Printed Name: Betsy Vernier

Title: Vice President

Date: 11-15-2023

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☐ Reviewed/Completed: **Proposal Acknowledgements**
- ☐ Reviewed/Completed: **Felony Conviction Disclosure**
- ☐ Reviewed/Completed: **Resident/Nonresident Certification**
- ☐ Reviewed/Completed: **Debarment Certification**
- ☐ Reviewed/Completed: **Vendor Employment Certification**
- ☐ Reviewed/Completed: **No Boycott Verification**
- ☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☐ Reviewed/Completed: **Deviation and Compliance**
- ☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☐ Reviewed/Completed: **Confidential/Proprietary Information**
- ☐ Reviewed/Completed: **EDGAR Vendor Certification**
- ☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☐ Reviewed/Completed: **Vendor Business Name**
- ☐ Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
- ☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Reviewed/Completed: **Governmental References**
- ☐ Reviewed/Completed: **Company Profile**
- ☐ Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- ☐ Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
- ☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- ☐ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☐ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
- ☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and Manufacturer Authorization Letter(s) must be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

PROPOSAL NOTE 3: A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Section I: Sport Surface (Indoor and Outdoor) Products

1. Discount (%) off catalog/pricelist for **Football Synthetic Sport Surface Products** (Indoor and Outdoor).
2. Discount (%) off catalog/pricelist for **Basketball Synthetic Sport Surface Products** (Indoor and Outdoor).
3. Discount (%) off catalog/pricelist for **Baseball Synthetic Sport Surface Products** (Indoor and Outdoor).
4. Discount (%) off catalog/pricelist for **Track Synthetic Sport Surface Products** (Indoor and Outdoor).
5. Discount (%) off catalog/pricelist for **Tennis Synthetic Sport Surface Products** (Indoor and Outdoor).
6. Discount (%) off catalog/pricelist for **Soccer Synthetic Sport Surface Products** (Indoor and Outdoor).
7. Discount (%) off catalog/pricelist for **All Other Synthetic Sport Surface Products** (Indoor and Outdoor).
8. Discount (%) off catalog/pricelist for **All Wooden INDOOR Sport/Performance Surface Products**.
9. Discount (%) off catalog/pricelist for **All Natural Grass OUTDOOR Sport Surface Products**.

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

10. **Football Synthetic INDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
11. **Football Synthetic OUTDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
12. **Basketball Synthetic INDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
13. **Basketball Synthetic OUTDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
14. **Baseball Synthetic INDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
15. **Baseball Synthetic OUTDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
16. **Track Synthetic INDOOR Sport Surface Product Installation** – not to exceed price per square yard for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
17. **Track Synthetic OUTDOOR Sport Surface Product Installation** – not to exceed price per square yard for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
18. **Tennis Synthetic INDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
19. **Tennis Synthetic OUTDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
20. **Soccer Synthetic INDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
21. **Soccer Synthetic OUTDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
22. **All Other Synthetic INDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

23. **All Other Synthetic OUTDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.
24. **All Wooden INDOOR Sport/Performance Product Installation** – not to exceed price per square foot for installation of wooden indoor sport surface products shall include all necessary supplies, labor, and related items to complete installation.
25. **All Natural Grass OUTDOOR Sport Surface Product Installation** – not to exceed price per square foot for installation of natural grass sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Section III: Wood Floor Refinish for Gyms and Stages (PRODUCTS INCLUDING INSTALLATION)

26. **Wood Floor Refinish for Gyms and Stages** – not to exceed per square foot price for all types of refinishing of wooden gymnasium and stage floors including all labor, materials, supplies and equipment.

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

27. **Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
28. **Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
29. **Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Standard Hours** as listed in RSMeans Cost Data Book.
30. **Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
31. **Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
32. **Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
33. **Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
34. **Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
35. **Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
36. **Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
37. **Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
38. **Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
39. **Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
40. **Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces Non-Standard Hours** as listed in RSMeans Cost Data Book.
41. **Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
42. **Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
43. **Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
44. **Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.

45. **Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
46. **Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
47. **Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
48. **Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
49. **Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
50. **Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
51. **Coefficient for Repair/Renovation Work of All Wooden Indoor Sports/Performances Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
52. **Coefficient for Repair/Renovation Work of All-Natural Grass Outdoor Sports Surfaces** as listed in RSMeans Cost Data Book.
53. **Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
54. **Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
55. **Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
56. **Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.

Section V: Ancillary Site Work

57. **Coefficient for Ancillary Site Work, including but not limited to drainage, site prep work, and related site work Standard Hours** as listed in RSMeans Cost Data Book.
58. **Coefficient for Ancillary Site Work, including but not limited to drainage, site prep work, and related work Non-Standard Hours** as listed in RSMeans Cost Data Book.

Section VI: Turf Recycling, Testing, Evaluation, and Related Services

59. Discount (%) off catalog/pricelist for **Artificial/Synthetic Turf Testing** (including G-MAX) **and Evaluation Services**.
60. Discount (%) off catalog/pricelist for **Artificial/Synthetic Turf Recycling Services**.
61. Discount (%) off catalog/pricelist for **Clean, Groom, and Disinfect Services of Artificial/Synthetic Turf**.
62. Discount (%) off catalog/pricelist for **All Other Artificial/Synthetic Turf Related Services**.

McKenna Contracting, Inc Information

Contact: Betsy Vernier
Address: 1936 Old Holzwarth Dr
Spring, TX 77388
Phone: (832) 326-1581
Fax: (281) 528-0951
Toll Free: (832) 326-1581
Email: betsy@mckennacontracting.net
Web Address: www.mckennacontracting.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Betsy Vernier

Signature

betsy@mckennacontracting.net

Email

Submitted at 12/18/2023 06:14:49 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 737-24 (Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing) Proposal-No-737-24.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Plexipave-Hardcourt-Catalog-Price List.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Detailed Information Related to Installation Services Pricing Proposed

Installation Detail Proposal-No-737-24.pdf

REQUIRED-In PDF format, for Sections II of the proposal specifications, Vendor shall attach detailed information, including exceptions, to installation pricing proposed. This information shall be by unit of measure and indicate the specification line item listed in the proposal invitation. Vendor shall clearly define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

Classic Sports Information.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Manufacturer Authorization Letter(s)

McKenna Co-op letter 11-16-23.pdf

REQUIRED-In PDF format, upload Manufacturer Authorization Letter(s) in PDF format. Vendor proposing on Specification Lines 1 and 10 for All Carpet Products (Indoor and Outdoor) and Carpet Installation, respectively, shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. The manufacturer authorization letters must include the following. 1. Composed on manufacturer letterhead (an email message is not a substitute for the letter), 2. Addressed to "The Local Government Purchasing Cooperative," 3. Dated within the current calendar year, 4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and 5. Name, Title, and Signature of Authorized Official from Manufacturer. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter. For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9 Classic Sports 21755 North Freeway Building 9 Spring TX 77388.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Attributes

1	Federal Identification Number Federal Identification Number 81-2019600
2	HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
3	No Israel Boycott Certification A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business***7 Women Owned Business**

Women Owned Business

☐ *Women Owned Business***8 Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business***9 Certification Number**

Certification Number

10 Name of Certifying Agency

Certifying Agency

11 Non-MWBE/HUB

My company has NOT been certified as a MWBE/HUB

☒ Non-HUB**12 Vendor General Contact Information**

Proposal/Contract General Contact Information

1 3	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Classic Sports
1 4	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address betsy@mckennacontracting.net
1 5	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 21755 North Freeway Building #9
1 6	Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City Spring
1 7	Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) TX
1 8	Vendor Proposal/Contract Mailing Address - Zip Code Vendor Proposal/Contract Mailing Address - Zip Code 77388
1 9	Vendor Proposal/Contract Phone Number Vendor Proposal/Contract Phone Number (xxx-xxx-xxxx) 832-326-1581
2 0	Vendor Proposal/Contract Extension Number Vendor Proposal/Contract Extension Number No response
2 1	Company Website Company Website (www.XXXXX.com) http://www.classicsportshouston.com/
2 2	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: • I will use the internet to receive Purchase Orders at the following address Yes

2 3	Purchase Order E-mail Address Purchase Order E-mail Address betsy@mckennacontracting.net
2 4	Purchase Order Contact Name Purchase Order Contact Name Betsy Vernier
2 5	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 832-326-1581
2 6	Purchase Order Contact Extension Number Purchase Order Contact Extension Number No response
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address sandra@mckennacontracting.net
2 8	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name sandra@mckennacontracting.net
2 9	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 2816870384
3 0	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
3 1	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
3 2	Request for Quotes (RFQ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address betsy@mckennacontracting.net
34	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name Betsy Vernier
35	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 832-326-1581
36	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
37	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address sandra@mckennacontracting.net
38	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name Sandra Speck
39	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 281-687-0384
40	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
41	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.

4 2	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
4 3	Invoice Company Name Invoice Company Name Classic Sports
4 4	Invoice Company Department Name Invoice Company Department Name Payables
4 5	Invoice Contact Name Invoice Contact Name Sandra Speck
4 6	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 21755 North Freeway Building #9
4 7	Invoice Mailing Address - City Invoice Mailing Address - City Spring
4 8	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX
4 9	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 77388
5 0	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 281-687-0384

51	Invoice Contact Extension Number Invoice Contact Extension Number No response
52	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
53	Invoice Contact E-mail Address Invoice Contact E-mail sandra@mckennacontracting.net
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address betsy@mckennacontracting.net
55	Billing Agent Company Name Billing Agent Company Name No response
56	Billing Agent Department Name Billing Agent Department Name No response
57	Billing Agent Contact Name Billing Agent Contact Name No response
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response
60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
62	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response

63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
64	Billing Agent Fax Number Billing Agent Fax Number No response
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Prepaid and Add to Invoice
68	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> Net 30
69	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number No response
70	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. No response
71	Electronic Payments Are electronic payments acceptable to your company? Yes
72	Credit Card Payments Are credit card payments acceptable to your company? Yes

7
3**Texas Regional Service Designation****Texas Regional Service Designation - Refer to Form in Proposal Invitation**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

7
4**Company Name**

Company Name

Classic Sports

7
5**Texas Regional Service Designation**

Select only one of the following options. If you select "**I will NOT serve all Regions of Texas**", you must then check the individual Regions you wish to serve.

☐ I will not serve all Regions of Texas7
6**Region 1**

Region 1 - Edinburg

☐ Region 17
7**Region 2**

Region 2 - Corpus Christi

☐ Region 27
8**Region 3**

Region 3 - Victoria

☐ Region 37
9**Region 4**

Region 4 - Houston

☒ Region 48
0**Region 5**

Region 5 - Beaumont

☐ Region 58
1**Region 6**

Region 6 - Huntsville

☒ Region 68
2**Region 7**

Region 7 - Kilgore

☐ Region 7

83	Region 8 Region 8 - Mount Pleasant ☐ <i>Region 8</i>
84	Region 9 Region 9 - Wichita Falls ☐ <i>Region 9</i>
85	Region 10 Region 10 - Richardson ☐ <i>Region 10</i>
86	Region 11 Region 11 - Fort Worth ☐ <i>Region 11</i>
87	Region 12 Region 12 - Waco ☐ <i>Region 12</i>
88	Region 13 Region 13 - Austin ☐ <i>Region 13</i>
89	Region 14 Region 14 - Abilene ☐ <i>Region 14</i>
90	Region 15 Region 15 - San Angelo ☐ <i>Region 15</i>
91	Region 16 Region 16 - Amarillo ☐ <i>Region 16</i>
92	Region 17 Region 17 - Lubbock ☐ <i>Region 17</i>
93	Region 18 Region 18 - Midland ☐ <i>Region 18</i>
94	Region 19 Region 19 - El Paso ☐ <i>Region 19</i>

9 5	Region 20 Region 20 - San Antonio ☐ <i>Region 20</i>
9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	Company Name Company Name Classic Sports
9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will not serve all states in the United States
9 9	Alabama Alabama ☐ <i>Alabama</i>
1 0 0	Alaska Alaska ☐ <i>Alaska</i>
1 0 1	Arizona Arizona ☐ <i>Arizona</i>
1 0 2	Arkansas Arkansas ☐ <i>Arkansas</i>
1 0 3	California California (Public Contract Code 20118 & 20652) ☐ <i>California</i>

104	Colorado Colorado ☐ <i>Colorado</i>
105	Connecticut Connecticut ☐ <i>Connecticut</i>
106	Delaware Delaware ☐ <i>Delaware</i>
107	District of Columbia District of Columbia ☐ <i>District of Columbia</i>
108	Florida Florida ☐ <i>Florida</i>
109	Georgia Georgia ☐ <i>Georgia</i>
110	Hawaii Hawaii ☐ <i>Hawaii</i>
111	Idaho Idaho ☐ <i>Idaho</i>
112	Illinois Illinois ☐ <i>Illinois</i>
113	Indiana Indiana ☐ <i>Indiana</i>
114	Iowa Iowa ☐ <i>Iowa</i>
115	Kansas Kansas ☐ <i>Kansas</i>

1 1 6	Kentucky Kentucky ☐ <i>Kentucky</i>
1 1 7	Louisiana Louisiana ☐ <i>Louisiana</i>
1 1 8	Maine Maine ☐ <i>Maine</i>
1 1 9	Maryland Maryland ☐ <i>Maryland</i>
1 2 0	Massachusetts Massachusetts ☐ <i>Massachusetts</i>
1 2 1	Michigan Michigan ☐ <i>Michigan</i>
1 2 2	Minnesota Minnesota ☐ <i>Minnesota</i>
1 2 3	Mississippi Mississippi ☐ <i>Mississippi</i>
1 2 4	Missouri Missouri ☐ <i>Missouri</i>
1 2 5	Montana Montana ☐ <i>Montana</i>
1 2 6	Nebraska Nebraska ☐ <i>Nebraska</i>
1 2 7	Nevada Nevada ☐ <i>Nevada</i>

1 2 8	New Hampshire New Hampshire ☐ <i>New Hampshire</i>
1 2 9	New Jersey New Jersey ☐ <i>New Jersey</i>
1 3 0	New Mexico New Mexico ☐ <i>New Mexico</i>
1 3 1	New York New York ☐ <i>New York</i>
1 3 2	North Carolina North Carolina ☐ <i>North Carolina</i>
1 3 3	North Dakota North Dakota ☐ <i>North Dakota</i>
1 3 4	Ohio Ohio ☐ <i>Ohio</i>
1 3 5	Oklahoma Oklahoma ☐ <i>Oklahoma</i>
1 3 6	Oregon Oregon ☐ <i>Oregon</i>
1 3 7	Pennsylvania Pennsylvania ☐ <i>Pennsylvania</i>
1 3 8	Rhode Island Rhode Island ☐ <i>Rhode Island</i>
1 3 9	South Carolina South Carolina ☐ <i>South Carolina</i>

140	South Dakota South Dakota ☐ <i>South Dakota</i>
141	Tennessee Tennessee ☐ <i>Tennessee</i>
142	Texas Texas ☒ Texas
143	Utah Utah ☐ <i>Utah</i>
144	Vermont Vermont ☐ <i>Vermont</i>
145	Virginia Virginia ☐ <i>Virginia</i>
146	Washington Washington ☐ <i>Washington</i>
147	West Virginia West Virginia ☐ <i>West Virginia</i>
148	Wisconsin Wisconsin ☐ <i>Wisconsin</i>
149	Wyoming Wyoming ☐ <i>Wyoming</i>

Bid Lines

1 Section I: Sport Surface (Indoor and Outdoor) Products

Discount (%) off catalog/pricelist for **Football Synthetic Sport Surface Products** (Indoor and Outdoor). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 Section I: Sport Surface (Indoor and Outdoor) Products

Discount (%) off catalog/pricelist for **Basketball Synthetic Sport Surface Products** (Indoor and Outdoor). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

3 Section I: Sport Surface (Indoor and Outdoor) Products

Discount (%) off catalog/pricelist for **Baseball Synthetic Sport Surface Products** (Indoor and Outdoor). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: Sport Surface (Indoor and Outdoor) Products**

Discount (%) off catalog/pricelist for **Track Synthetic Sport Surface Products** (Indoor and Outdoor). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 Section I: Sport Surface (Indoor and Outdoor) Products

Discount (%) off catalog/pricelist for **Tennis Synthetic Sport Surface Products** (Indoor and Outdoor). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

6 Section I: Sport Surface (Indoor and Outdoor) Products

Discount (%) off catalog/pricelist for **Soccer Synthetic Sport Surface Products** (Indoor and Outdoor). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 Section I: Sport Surface (Indoor and Outdoor) Products

Discount (%) off catalog/pricelist for **All Other Synthetic Sport Surface Products** (Indoor and Outdoor). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

8 Section I: Sport Surface (Indoor and Outdoor) Products

Discount (%) off catalog/pricelist for **All Wooden INDOOR Sport/Performance Surface Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 Section I: Sport Surface (Indoor and Outdoor) Products

Discount (%) off catalog/pricelist for **All Natural Grass OUTDOOR Sport Surface Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Football Synthetic INDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

1
1

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Football Synthetic OUTDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

1
2

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Basketball Synthetic INDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Basketball Synthetic OUTDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot Price: \$1.90 Total: \$1.90

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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3. Dated within the current calendar year,
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5. Name, Title, and Signature of Authorized Official from Manufacturer.

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For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

Plexipave Coating-Outdoor Only

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Baseball Synthetic INDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Baseball Synthetic OUTDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Track Synthetic INDOOR Sport Surface Product Installation – not to exceed price per square yard for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Yard

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Track Synthetic OUTDOOR Sport Surface Product Installation – not to exceed price per square yard for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Yard

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Tennis Synthetic INDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Tennis Synthetic OUTDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot Price: \$1.25 Total: \$1.25

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

Plexipave Coating-Outdoor Only

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Soccer Synthetic INDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

2
1

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

Soccer Synthetic OUTDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

All Other Synthetic INDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

All Other Synthetic OUTDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of synthetic sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot Price: \$1.90 Total: \$1.90

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

Plexipave Coating-Outdoor Only

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

All Wooden INDOOR Sport/Performance Product Installation – not to exceed price per square foot for installation of wooden indoor sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section II: Sport Surface (Indoor and Outdoor) Product Installation Services

All Natural Grass OUTDOOR Sport Surface Product Installation – not to exceed price per square foot for installation of natural grass sport surface products shall include all necessary supplies, labor, and related items to complete installation.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 2:** A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

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For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

2
6**Section III: Wood Floor Refinish for Gyms and Stages (PRODUCTS INCLUDING INSTALLATION)**

Wood Floor Refinish for Gyms and Stages – not to exceed per square foot price for all types of refinishing of wooden gymnasium and stage floors including all labor, materials, supplies and equipment.

Quantity: 1 UOM: Square Foot

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

2
7**Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)**

Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

2
8

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

3
1

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

3
4

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces, Standard Hours, as listed in RSMeansCost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

4
5

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)**Coefficient for Repair/Renovation Work of All Wooden Indoor Sports/Performances Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.Quantity: 1**No Bid**

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of All-Natural Grass Outdoor Sports Surfaces, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section IV: Repair/Renovation Services of Sports Surfaces (Indoor and Outdoor)

Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

No response

Section V: Ancillary Site Work

Coefficient for Ancillary Site Work, including but not limited to drainage, site prep work, and related site work, Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section V: Ancillary Site Work

Coefficient for Ancillary Site Work, including but not limited to drainage, site prep work, and related work, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Quantity: 1

No Bid

Item Notes: **PROPOSAL NOTE 3:** A Vendor proposing on Specification Lines 27 to 58, the unit price book will be the current calendar year issue of the **Gordian Facilities Construction Cost Data Book with RSMeans Data** with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form. Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section VI: Turf Recycling, Testing, Evaluation, and Related Services

Discount (%) off catalog/pricelist for **Artificial/Synthetic Turf Testing** (including G-MAX) and **Evaluation Services**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor responding to this proposal shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

The manufacturer authorization letters must include the following.

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative,"
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

For manufacturers that sell direct, a list of all approved installers shall be submitted with the Proposal.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section VI: Turf Recycling, Testing, Evaluation, and Related Services

Discount (%) off catalog/pricelist for **Artificial/Synthetic Turf Recycling Services**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section VI: Turf Recycling, Testing, Evaluation, and Related Services

Discount (%) off catalog/pricelist for **Clean, Groom, and Disinfect Services of Artificial/Synthetic Turf**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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3. Dated within the current calendar year,
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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section VI: Turf Recycling, Testing, Evaluation, and Related Services

Discount (%) off catalog/pricelist for **All Other Artificial/Synthetic Turf Related Services**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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5. Name, Title, and Signature of Authorized Official from Manufacturer.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Response Total: \$5.05



November 16, 2023

To the Local Government Purchasing Cooperative

This letter is to confirm that MCKENNA CONTRACTING, INC is approved and authorized to sell, install and support our entire line of athletic surfacing products.

McKenna operates primarily in Texas, Region 4, Southeastern Texas.

I hope this information helps, but should you have any questions or concerns, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Tom Magner".

Tom Magner
Director of Product Management
California Sports Surfaces, a division of the ICP Group



City Council Agenda Request May 6, 2025

Agenda Request No: VII.I.

Agenda of: City Council Meeting

Initiated by: Jonathan Soriano, Senior Community Development Coordinator

Presented by: Jonathan Soriano, Senior Community Development Coordinator

Responsible Department: Redevelopment

Agenda Caption:

Consideration of and action on Authorization For License For Parking Near Constellation Field - Offsite Parking Area (Lot B) with Astros LLC, for parking near Constellation Field.

Recommended Action:

Staff recommends that the City Council approve an agreement with the Sugar Land Astros, LLC. allowing for the license of real property to Talyard Brewing Co. for parking near Constellation Field at the offsite parking area referred to as "Lot B".

Executive Summary:

Following efforts by a citizen-led visioning task force and utilizing a public-private partnership, the City built a minor league baseball stadium, Constellation Field, which opened in 2012. On April 20, 2021, the City of Sugar Land entered into a Consent and Second Amendment to the Lease with Sugar Land Astros, LLC, where the City leased Constellation Field and related improvements to the Astros for the now Triple-A Affiliate, the Space Cowboys. Among the improvements leased to the Astros is the offsite parking area referred to as "Lot B".

In 2024, Talyard Brewing Co. ("Talyard") opened a brewery near Constellation Field. Since opening, Talyard has experienced high consumer demand that necessitates additional parking. The Astros have requested that they be allowed to license Lot B to Talyard for parking.

Section 17.1 of the Lease Agreement requires that written approval be obtained from the City prior to the Tenant subleasing or licensing any portion of Lot B. City staff has considered the Astros request and agree that the Astros can license Lot B to Talyard, subject to the terms of an Authorization for License Agreement.

The terms of the agreement include the following:

- The Astros are allowed to license all or a portion of Lot B to Talyard to allow parking for Talyard's customers.

- Prior to executing any license agreement with Talyard, the Astros will provide the license agreement to the City for review and approval. The Astros may not enter into a license agreement with Talyard until and unless the City has approved the license agreement, with such approval not to be unreasonably withheld.
- The Astros agree to include in its license with Talyard the requirement to indemnify both the City of Sugar Land and the Sugar Land Astros, LLC.
- Talyard will be required to carry and maintain the same levels of insurance applicable to the Astros under the lease.
- Any license agreement will include clear language identifying any improvements made to Lot B to provide separation between the Astros' and Talyard's use.
- Obligations under the lease to the Astros shall not be transferred to Talyard. The Astros will remain solely responsible for security, maintenance, repairs, and all other obligations imposed under the lease.
- The Astros may not license Lot B to anyone other than Talyard, without the express written consent of the City.

This agreement will be valid until: (1) written termination by either the City or the Astros or (2) the termination or expiration of the Astros license agreement with Talyard.

Following approval of this agreement, the Astros will coordinate with Talyard to determine shared parking arrangements and propose a license agreement to the City.

Staff recommends that the City Council approve an agreement with the Sugar Land Astros, LLC. allowing for the license of real property to Talyard Brewing Co. for parking near Constellation Field at the offsite parking area referred to as "Lot B".

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. Authorization for License for Parking Agreement - COSL and Sugar Land Astros LLC

**AUTHORIZATION FOR LICENSE
FOR PARKING NEAR CONSTELLATION FIELD – OFFSITE PARKING AREA
(LOT B)**

This agreement to allow for the license of real property for parking (“Agreement”) is made between the City of Sugar Land, a municipal corporation (“Landlord” or “City”) and the Sugar Land Astros, LLC, a Texas limited liability company (“Tenant”) (each a “Party” and collectively, the “Parties”).

BACKGROUND

City and Tenant entered into that certain Lease Agreement dated effective as of October 5, 2010 (the “Lease”), as amended from time to time, whereby the City leased to Tenant a baseball stadium (“Constellation Field”) and related improvements. Among the improvements leased to Tenant is the Offsite Parking Area (as defined in the Lease), colloquially referred to as “Lot B”.

In 2024, Talyard Brewing Co. (“Talyard”) opened a brewery nearby Constellation Field. Since opening, Talyard has experienced growth and success that necessitates additional parking. To that end, Tenant has requested that it be allowed to license the Offsite Parking Area to Talyard for parking.

Section 17.1 of the Lease requires that written approval be obtained from the City prior to Tenant subleasing or licensing any portion of the Offsite Parking Area. The City has considered the Tenant’s request and agrees that the Tenant can license the Offsite Parking Area to Talyard, subject to the terms of this Agreement. Accordingly, the City and Tenant now to desire to enter into this Agreement, allowing for the license of the Offsite Parking Area to Talyard.

AGREEMENT

The Parties hereby agree as follows:

I. Licensed Premises. Landlord agreed to allow Tenant to license to Talyard the use of the Offsite Parking Area near Constellation Field, Sugar Land TX 77478, as shown in Exhibit A (the “Premises”).

II. License Terms.

(a) Tenant is allowed to license all or a portion of the Premises to Talyard Brewing Co., a Texas corporation (“Talyard”), to allow parking for Talyard’s customers. Prior to executing any license agreement with Talyard, Tenant will provide the license agreement to the City for review and approval. Tenant may not enter into a license agreement with Talyard until and unless the City has approved the form of the license agreement, with such approval not to be unreasonably withheld.

(b) Tenant agrees to include in its license with Talyard the requirement that Talyard indemnify both the City and Tenant, using language substantially similar to that imposed on Tenant in the

Lease.

(c) Tenant agrees to require that Talyard carry and maintain the same levels of insurance applicable to Tenant under the Lease, as to the licensed portion of the Premises.

(d) Any license agreement will include clear language identifying how liability will be apportioned between Tenant and Talyard. In no event will the City have any liability related to Talyard's license of the Premises.

(e) Any license agreement will include clear language identifying any improvements to be made to the Premises to provide visual or physical separation of the Premises between Tenant's and Talyard's use.

(f) Tenant shall not transfer any of its obligations under the Lease to Talyard pursuant to any license or other agreement. Tenant will remain solely responsible for security, maintenance, repairs, and all other obligations imposed upon it under the Lease.

(g) Tenant may not license any portion of the Premises to anyone other than Talyard, without the express written consent of the City.

III. Term and Termination.

(a) **Term.** This Agreement will begin on the latest date of the dates executed by the Parties ("Effective Date") and will be valid until the earlier of: (1) written termination by either Party; or (2) the termination or expiration of Tenant's license agreement with Talyard.

(b) **Termination.** Any Party may terminate this Agreement at any time by providing the other Party sixty (60) days written notice prior to termination.

IV. Events of Default and Remedies. The following events shall be deemed to be events of default under this Agreement: (i) Tenant fails to comply with any term, provision or covenant of this Agreement, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or (ii) Tenant files a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in any proceeding filed against Tenant thereunder and such adjudication shall not be vacated or set aside within thirty (30) days. Upon the occurrence of any event of default specified herein hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever: (i) terminate this Agreement; and/or (ii) remove Talyard from the Premises. The provisions of this Section will override and control any conflicting provisions of the Texas Property Code.

V. Miscellaneous Provisions.

(a) **Law Governing and Venue.** Texas law governs this License and any lawsuit on this License must be filed in a court that has jurisdiction in Fort Bend County, Texas.

(b) Entire Agreement. This License constitutes the entire understanding between the Parties and supersedes all prior or independent agreements covering the subject matter hereof. Any change or modification hereof shall be in writing and signed by all Parties.

(c) Assignment. Tenant shall not assign this Agreement. If Landlord conveys the Premises to a third party during the term of this Agreement, this Agreement shall automatically be assigned to the new owner, as the Landlord, as of the date the purchase transaction is closed.

(d) Severability. If any provision of this Agreement is declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

(e) Notice. Any notice given by one party to another in connection with this License will be in writing and will be sent by (i) registered or certified mail, return receipt requested, with postage and registration fees prepaid or (ii) by messenger or hand delivery, as follows:

If to Landlord, addressed to: City of Sugar Land
Attn: City Manager
P. O. Box 110
Sugar Land, Texas 77487-0110

With a copy to: City of Sugar Land
Attn: Redevelopment Director
P.O. Box 110
Sugar Land, Texas 77487-0110

If to Tenant, addressed to: Sugar Land Astros, LLC
501 Crawford Street, Suite 500
Houston, Texas 77002
Attn: James R. Crane

With a copy to: Giles Kibbe
501 Crawford Street, Suite 500
Houston, Texas 77002

Notices shall be deemed to have been received on the date shown on the receipt, if sent by certified mail, or on the date received, if delivered by hand.

(f) Execution of this Agreement by the City shall operate as the written permission required by Section 17 of the Lease, authorizing Tenant to license the Premises to Talyard.

(g) Apart from the permission granted herein, for Tenant to license the Premises to Talyard, all other provisions and obligations under the Lease remain in full force and effect.

CITY OF SUGAR LAND, TEXAS

By: _____

Name: Michael W. Goodrum

Title: City Manager

Date: _____

SUGAR LAND ASTROS, LLC

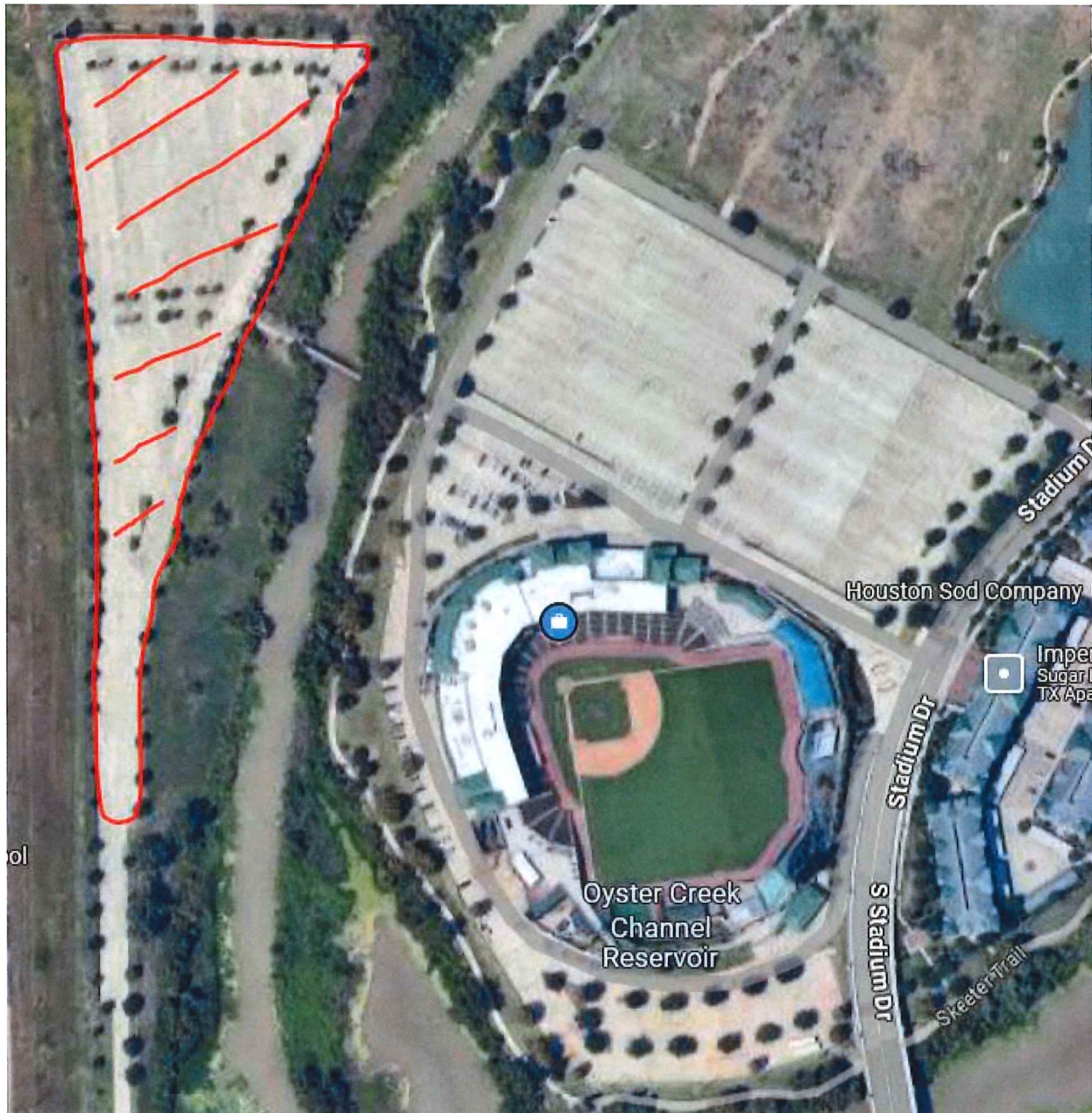
By: _____

Name: Tyler Stamm

Title: General Manager

Date: 4/7/25_____

EXHIBIT A





City Council Agenda Request May 6, 2025

Agenda Request No: VII.J.

Agenda of: City Council Meeting

Initiated by: SUSAN HUERTA, Administrative Coordinator

Presented by: Janet Lawrie, Assistant Director of People & Culture

Responsible Department: People and Culture

Agenda Caption:

Consideration of and action on authorization of a Contract with HUB International, in the annual amount of \$49,500.00 for Years One - Three, for benefits consulting services. This contract will automatically renew for four (4) additional one-year terms, with Years Four and Five not to exceed the total contract amount of \$265,000.00.

Recommended Action:

Consideration of and action on authorization of a five-year contract with HUB International for benefit consulting services. The contract amount shall not exceed \$265,000.00, with the contract guarantees a total cost of \$148,500.00 for the first three years (at \$49,500 per year), with the terms and cost of service for years four and five to be negotiated separately.

Executive Summary:

HUB International will collaborate with the City of Sugar Land to develop a multi-year employee benefits blueprint focused on identifying opportunities for improvement and sustainability through plan design, network strategies, and pharmacy management. This partnership will include a strategic review to pinpoint cost savings while maintaining a comprehensive health and welfare program that supports employee choice and consumerism. A key component of HUB's approach involves enhancing employee understanding of their benefits through effective communication and providing ongoing, timely customer service to address staff inquiries related to billing, claims, vendor issues, advocacy, contract interpretation, and general troubleshooting. Throughout the year, HUB will work closely with the City's team and act as a liaison with insurance providers. HUB International brings significant public sector experience in employee benefit plans, understanding the unique rules and culture applicable to public entities, making them a valuable partner for the City.

Budget

Expenditure Required: Max Contract Amount: \$265,000.00: \$148,500.00 for years one, two

and three (at \$49,500 per year), with the terms and cost of service for years four and five to be negotiated separately.

Current Budget: \$49,500.00 is funded in the FY25 Budget

Additional Funding: n/a

Funding Source: Professional Services

Account Number (ORG-OBJ-Project): 3019990-541000

Attachments

1. HUB Consulting Contract 4-9-25 signed
2. Form 1295 Certificate 101350269
3. Exhibit A-3_HB-89
4. Exhibit A-5_SB 19
5. Exhibit A-4_SB 13
6. City of Sugar Land - HUB Proposal

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

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: *Brent Weegar*

Date:

Date: 4/23/2025

Title:

Title: Senior Vice President

Company: HUB International Texas, Inc.

MATTER NUMBER: 6517M

APPROVED AS TO FORM:

Angelina

II. General Information and Terms.

Contractor's Name and Address: HUB International Texas, Inc
10000 North Central Expressway
Suite 1200
Dallas, TX 75321

Description of Services: Benefits Consulting Services

Maximum Contract Amount: \$265,000.00 (Years 1-3: \$49,500/year; Years 4-5 subject to future rate adjustments, not to exceed the total maximum contract amount)

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

Termination Date: One year from the Effective Date.

Renewal: This Contract will automatically renew for four (4) additional one-year terms, upon the same terms and conditions provided herein, unless written notice of a party's intent not to renew is provided to the other party on or before thirty (30) days prior to the end of the then-current term.

Contract Parts: This Contract consists of the following parts:

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

III. Standard Contractual Provisions.

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

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

C. Termination Provisions.

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

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

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

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. A provision in the Contractor's Additional Contract Document is void and unenforceable if it: (1) limits or releases the Contractor from liability that would exist by law in the absence of the provision; (2) creates liability for the City that would not exist by law in the absence of the provision; or (3) waives or limits the City's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
- (2) where the City knows that the company is:

(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:

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

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

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

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

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

IV. Additional Terms or Conditions. None.

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

Exhibit A. Contractor's Additional Contract Documents:

- A-1. HUB International Limited's Proposal, dated March 24, 2025 (13 pages)
- A-2. Certificate of Interested Persons with Certification of Filing (1 page)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification (1 page)
- A-5. Senate Bill 19 Verification (2 pages)

Exhibit B. City's Additional Contract Documents:

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

EXHIBIT A-1

HUB International Limited's Proposal, dated March 24, 2025

(See Attached)

EXHIBIT A-2

Certificate of Interested Persons with Certification of Filing

(See Attached)

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT A-4

Senate Bill 13 Verification

(See Attached)

EXHIBIT A-5

Senate Bill 19 Verification

(See Attached)

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

emailed to: purchasing@sugarlandtx.gov

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

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

X Commercial General Liability:

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

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

<u>X</u> Very High/ High Risk	___ Medium Risk	___ Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

___ Garage Liability for BI & PD
 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
 \$2,000,000 General Aggregate

___ Garage Keepers Coverage (for Auto Body & Repair Shops)
 \$500,000 any one unit/any loss and \$200,000 for contents

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

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

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

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

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

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

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

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

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

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

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

\$1,000,000 each occurrence

\$2,000,000 aggregate

___ Other Insurance Required: _____

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

EXHIBIT B-2

Data Ownership, Sharing, and AI

A. Definitions.

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

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

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

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

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



City Council Agenda Request May 6, 2025

Agenda Request No: VII.K.

Agenda of: City Council Meeting

Initiated by: Alison Brooks, Assistant Director of Tourism

Presented by: Alison Brooks, Assistant Director of Tourism, Kimberly Terrell, Director of Parks & Recreation

Responsible Department: Economic Development

Agenda Caption:

Consideration of and action on a Contract with Hunden Partners, in the amount of \$395,000.00, for the Five-Year Strategic Tourism Plan and Sports Tourism Plan, utilizing Hotel Occupancy Tax Funds.

Recommended Action:

The Sugar Land Office of Economic Development & Tourism, along with Parks & Recreation, recommends that City Council approve a contract with Hunden Partners in the total amount not to exceed \$395,000.00 for the Five Year Strategic Tourism Plan and Sports Tourism Plan and authorization to amend the expenditure budget by \$395,000.

Executive Summary:

The City of Sugar Land is engaging Hunden Partners to execute the Five-Year Strategic Tourism Plan and the Sports Tourism Plan for Economic Development & Tourism and Parks & Recreation. The total contract value is not to exceed \$395,000.00, funded by the Hotel Occupancy Tax (HOT) Fund. The attached contract provides more in-depth information on the phases and steps that will be taken for each plan. A short overview is below. Please note that any tasks and related research efforts that overlap between the plans will only be completed once, and we will apply findings across both plans as appropriate. Hunden will complete one simultaneous kickoff and discovery trip for both plans and will assign the same project team to both planning processes for consistency and efficiency.

The Hunden study aims to develop a comprehensive strategic plan that strengthens Sugar Land's tourism landscape while evaluating the potential for sports tourism as a key growth driver. By assessing current assets, visitor perception, market trends, and facility needs, the study will identify opportunities to enhance economic impact, community engagement, and destination appeal. It will provide actionable recommendations to align tourism and sports initiatives with the city's strategic outcomes and all-in initiatives. The final plan will serve as a roadmap to position Sugar Land as a vibrant, competitive, and sustainable destination.

In Phase I of the Sports Tourism Plan, Hunden will assess the existing market supply and inventory of facilities and events, the market demand and opportunity for future sports tourism success. Hunden will then make recommendations for new unique event opportunities, facility improvements, new facility opportunities and actionable initiatives. The first phase will conclude with a summary report of recommendations and scenarios for future deeper-dive analyses in Phase II. In Phase II, Hunden and staff will determine which tasks will be completed based on what each scenario from Phase I requires. For example, the Team may complete layouts and budget estimates, a partnership opportunities analysis, and financial and impact projections for a sports facility redevelopment project, but only complete financial and impact projections for a new sports facility scenario. It is Hunden's goal that phasing the process in this way gives us the optimal agency support over the process and allows Hunden to act as the City's long-term strategic advisor to establish key goals, plan for major outcomes, key performance indicators (KPIs) and action steps for future growth and success.

Staff recommends approval of this contract with Hunden for an amount not to exceed \$395,000 and authorization to amend the expenditure budget by \$395,000.

Budget

Expenditure Required: The total contract value is not to exceed \$395,000.00, funded from Hotel Occupancy Tax (HOT) Fund.

Current Budget: 0

Additional Funding: 395000

Funding Source: Hotel Occupancy Tax (HOT) Fund

Account Number (ORG-OBJ-Project): 2051175-541000

Attachments

1. Hunden Contract Cover Page
2. Hunden Proposal-Final
3. Form 1295-Hunden
4. HB-89 Hunden
5. SB-13 Hunden
6. SB-19 Hunden

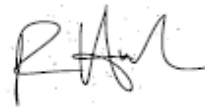
**CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)**

\$100K to \$999,999.99
(Rev. 4-22-25)

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

CITY OF SUGAR LAND

CONTRACTOR:



By:

By: Robin Hunden

Date:

Date: 4/22/2025

Title:

Title: President / CEO

Company: Hunden Partners

**MATTER NUMBER: 6376M
APPROVED AS TO FORM:**

II. General Information and Terms.

Contractor's Name and Address: Hunden Partners
213 W. Institute Place, Suite 707
Chicago, IL 60610

Description of Services: Dual Tourism Plans – Five-Year Strategic Tourism Plan and Sports Tourism Plan

Maximum Contract Amount: \$395,000.00

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

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

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

III. Standard Contractual Provisions.



City Council Agenda Request May 6, 2025

Agenda Request No: VII.L.

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:

Consideration of and action on a one-year extension for The Pearl at Lake Pointe Planned Development District - Final Development Plan.

Recommended Action:

Approval of a one-year extension of time request for The Pearl at Lake Pointe Planned Development District - Final Development Plan (Ordinance No. 2305).

Executive Summary:

This is a request for approval of a one-year time extension for the Pearl at Lake Pointe Planned Development District - Final Development Plan, Ordinance No. 2305, for approximately 6.5 acres of land located along Creek Bend Drive south of Fluor Daniel Drive. The approved PD ordinance provides for the ability to construct a mix of multi-family units and live/work units with a structured parking garage to serve the development.

This Planned Development District was authorized by City Council under Ordinance No. 2305, on May 16, 2023, following a recommendation of approval by the Planning & Zoning Commission on April 11, 2023. Under Chapter Two, Article 2, Section 2-132, if a building permit has not been issued within two years of the date of approval of the FDP, the FDP will expire without approval of an extension of time request by the City Council.

No changes to the ordinance are being proposed, and all requirements from Ordinance No. 2305 would still apply. Under the Development Code, the review discretion is limited to approval or denial of the time extension and not a technical re-review of the approved PD. If the time extension is approved by City Council, the PD extension would give the applicant until May 16, 2026, to secure a building permit. At present, staff is administratively reviewing the Pearl's plat, site plan, and commercial building permit for compliance with Ordinance No. 2305 and other adopted codes and regulations.

The Planning & Zoning Commission held a Consideration and Action on this item during their

April 24, 2025, meeting and made a recommendation of approval to Members of City Council. Staff has no objections to the applicant's request for a one-year time extension for the approved PD Ordinance No. 2305 and recommends approval of the one-year extension.

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. Applicant Letter Requesting Extension
2. Zoning Vicinity Map
3. Aerial Vicinity Map
4. Ordinance No. 2305



April 2, 2025

Sugar Land Department of Planning
City of Sugar Land City Hall
2700 N Town Center Blvd

Dear Sugar Land Planning & Zoning Commission –

Lake Pointe Owner, LLC (“Owner”) is the current owner of the three (3) tracts encompassing approximately 6.5 acres of land associated with the Pearl at Lake Pointe Development (Ordinance 2305). The Final Development Plans are set to expire on May 16, 2025, per Section 2-132 of the Development Code given we do not yet have an approved building permit.

Owner respectfully requests Planning & Zoning recommend Approval on April 24, 2025 for an Extension of the Final Development Plan until May 16, 2026.

This will provide Owner additional time to perform the following:

- Clear all outstanding Building Permit comments
- Clear all outstanding Site Plan Permit comments
- Finalize and record all utility easements
- Finalize and record all MUD agreements
- Record the re-plat

Owner has diligently advanced efforts to clear all pre-development hurdles and has significant capital invested to date. Below are a handful of noteworthy milestones:

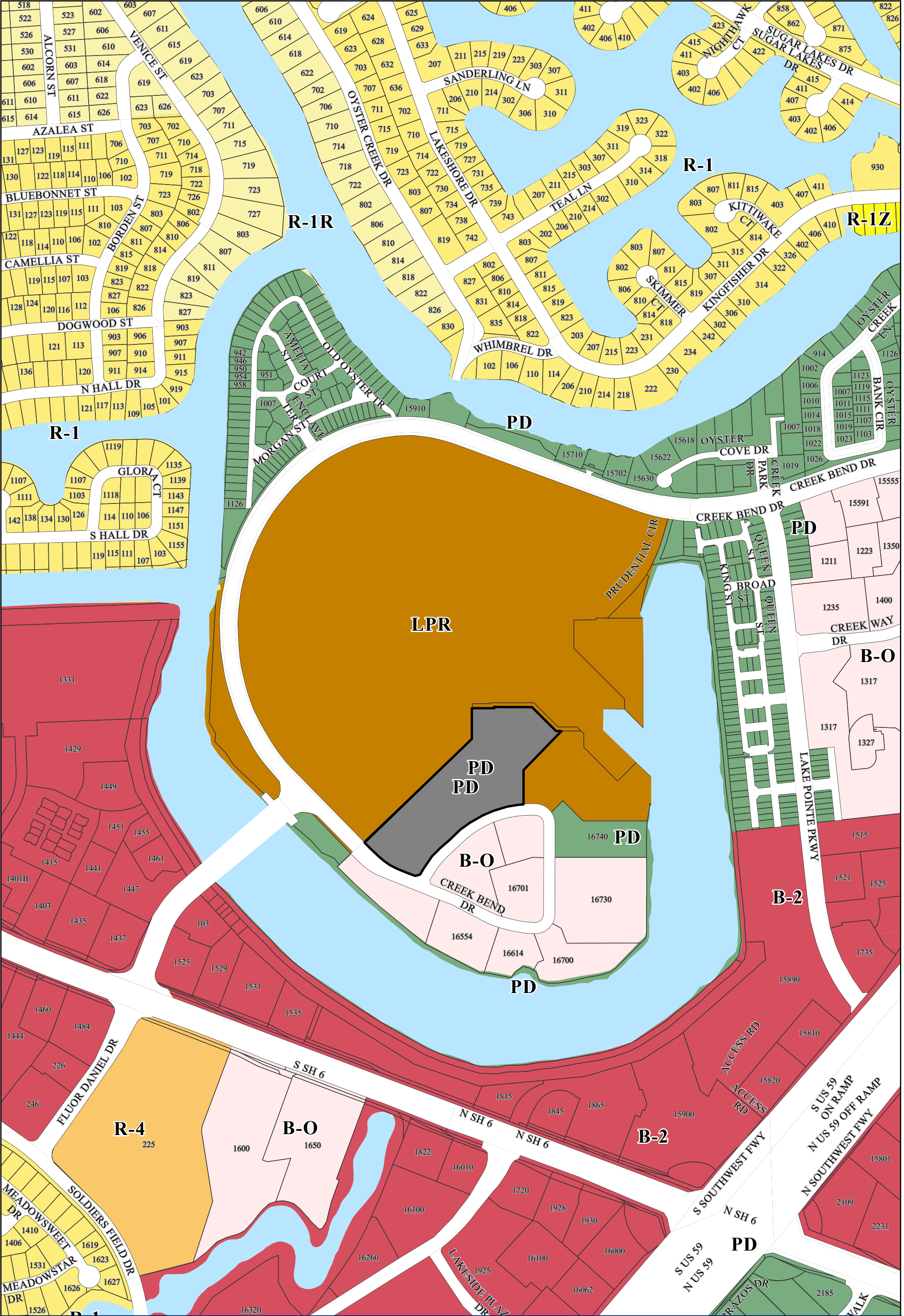
5/16/23: Ordinance 2305 is fully executed
5/3/24: Lake Pointe Owner, LLC closes on the land acquisition
10/15/24: Building Permit Application Submitted
10/16/24: Site Plan Permit Application Submitted
10/16/24: 8” waterline plans approved
2/17/25: FCCSA Approval Letter
3/26/25: 8” waterline acceptance letter received
3/27/25: Site Plan and Building Plan Permit sets resubmitted for 3rd time

Owner respectfully requests subsequent Approval from City Council on May 6th, 2025.

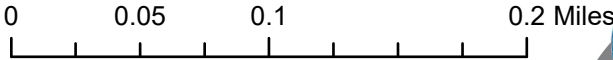
Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason Hauck', written over a horizontal line.

Jason Hauck
SVP, Central Region Development Partner
Morgan Group



**The Pearl at
Lake Pointe FDP**



This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, the City of Sugar Land assumes no liability or damages due to errors, or omissions. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. If any errors are detected, please contact the GIS Division of Information Technology at (281)275-2379.





The Pearl at
Lake Pointe FDP



0 0.05 0.1 0.2 Miles

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ORDINANCE NO. 2305

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING FOR A CHANGE OF ZONING FROM BUSINESS OFFICE (B-O) TO THE PLANNED DEVELOPMENT DISTRICT (PD) FINAL DEVELOPMENT PLAN (THE PEARL AT LAKE POINTE) FOR APPROXIMATELY 6.5 ACRES OF LAND LOCATED ALONG CREEK BEND DRIVE SOUTH OF FLUOR DANIEL DRIVE.

WHEREAS, PCD, Ltd. requested that approximately 6.5 acres of land located along Creek Bend Drive south of Fluor Daniel Drive be rezoned from Business Office (B-O) to the Planned Development District (PD) - Final Development Plan (The Pearl at Lake Pointe); and

WHEREAS, the City Planning and Zoning Commission forwarded its final report to the City Council, recommending approval of the rezoning request; and

WHEREAS, the City Planning and Zoning Commission and the City Council have each conducted in the time and manner and after notice required by law and applicable ordinances, a public hearing on such requested zoning change; and

WHEREAS the City Planning and Zoning Commission recommended granting such requested zoning change; and

WHEREAS, the City Council finds that the zoning request complies with the City's comprehensive plan and now deems it appropriate to make such zoning change; NOW, THEREFORE:

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

Section 1. That the facts and recitations set forth in the preamble of the ordinance are hereby declared true and correct.

Section 2. That the zoning district classification of approximately 6.5 acres of land as described in Exhibit A, attached to and incorporated into this ordinance by referenced, is changed from Business Office (B-O) to the Planned Development District (PD) Final Development Plan (The Pearl at Lake Pointe) zoning classification under the comprehensive zoning ordinance of the City of Sugar Land, Texas.

Section 3. That the City's official zoning map is amended to reflect this change in zoning district classification.

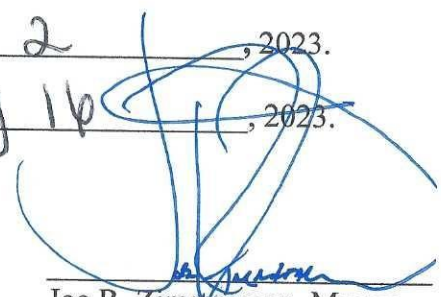
Section 4. That the following Exhibits are attached to and incorporated into this ordinance:

Exhibit A:	Survey with Metes and Bounds
Exhibit B:	Final Development Plan
Exhibit B-1.0:	Lake Pointe Regional Activity Center w/walking distances
Exhibit B-1.1:	Site Plan – Level 1 w/site calculations
Exhibit B-1.2:	Amenities and Office Space – Level 1

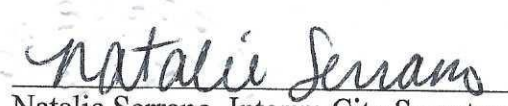
Exhibit B-1.3:	Amenities – Level 5
Exhibit B-1.4:	Vehicle, Pedestrian, and Bicycle Access Plan
Exhibit B-2:	Concept Rendering – Southwest Corner Elevation
Exhibit B-2.1:	Concept Rendering – South Elevation
Exhibit B-2.2:	Concept Rendering – Northwest Corner Elevation
Exhibit B-2.3:	Concept Rendering – North Elevation
Exhibit B-2.4:	Concept Rendering – Southeast Elevation
Exhibit B-3:	Exterior Finishes
Exhibit B-3.1:	Exterior Elevations
Exhibit B-4:	Parking Plan and Tabulations
Exhibit B-5:	Landscaping Plan
Exhibit B-5.1:	Plaza/Activity Areas
Exhibit B-5.2:	Enlarged Corner Plaza
Exhibit B-5.3:	Inspirational Images for Streetscape

READ IN FULL on first consideration on May 2, 2023.

APPROVED upon second consideration on May 16, 2023.


Joe R. Zimmerman, Mayor

ATTEST:

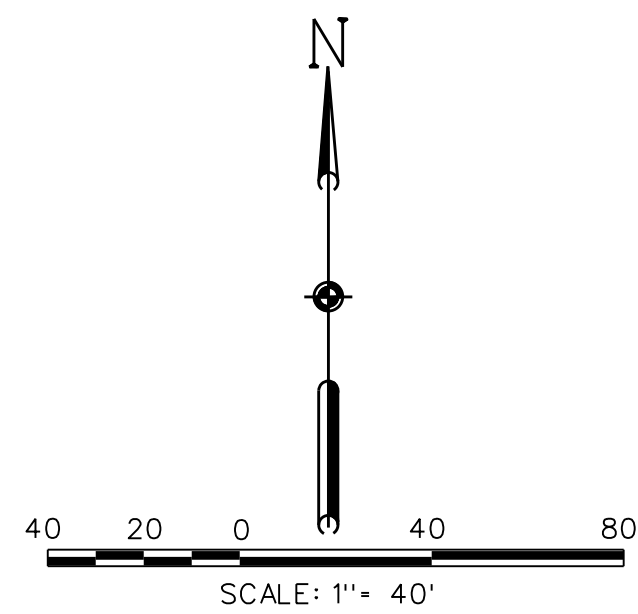

Natalie Serrano, Interim City Secretary

APPROVED AS TO FORM:



Attachments:	Exhibit A:	Survey with Metes and Bounds
	Exhibit B:	Final Development Plan
	Exhibit B-1.0:	Lake Pointe Regional Activity Center w/walking distances
	Exhibit B-1.1:	Site Plan – Level 1 w/site calculations
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- LEGEND**
- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED
"COSTELLO INC." UNLESS OTHERWISE NOTED
 - FOUND 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED
"COSTELLO INC." UNLESS OTHERWISE NOTED

LEGEND

- ⊙ STORM SEWER MANHOLE
- ⊙ SANITARY SEWER MANHOLE
- ⊕ CURB INLET
- ⬮ FIRE HYDRANT
- ⬮ WATER GATE VALVE
- ⬮ POWER POLE
- ⬮ GUY WIRE & ANCHOR
- ⬮ SIGN
- ⬮ CONCRETE CURB
- ⬮ LIGHT STANDARD
- ⬮ FIBER OPTIC MARKER
- ⬮ TELEPHONE PEDESTAL

CURVE TABLE						
Curve NO.	LENGTH	DELTA	RADIUS	CHORD	DISTANCE	
C1	347.09	40° 05' 41"	498.00 L	S 66° 28' 07" W	340.06	
C2	83.56	14° 43' 52"	325.00 L	S 39° 3' 20" W	83.33	
C3	122.18	23° 20' 2"	300.00 R	N 56° 38' 35" W	121.33	

FLUOR CENTRAL DEVELOPMENT
TRACT REPLAT NO. 1
SLIDE NO. 2427 A&B
F.B.C.P.R.

TRACT 6

TRACT 2
2.4493 ACRES
BEING ALL OF
LAKE POINTE
TRACT "C"
UNRESTRICTED
RESERVE "D" REPLAT
TOTTALLING 2.4493 ACRES
PLAT NO. 20070301
F.B.C.P.R.
AND CONVEYED TO
COMMERCE GREEN ASSOCIATES, L.P.
2017103109 O.R.F.B.C.

NO BUILDINGS

FLUOR CENTRAL DEVELOPMENT
TRACT REPLAT NO. 1
SLIDE NO. 2427 A&B
F.B.C.P.R.

TRACT 6

TRACT 1
4.0073 ACRES

BEING ALL OF
UNRESTRICTED RESERVE "E"
OF THE PLAT OF LAKE POINTE
TRACT "C" REPLAT
PLAT NO. 20070210
F.B.C.P.R.
AND CONVEYED TO
LAKE POINTE TOWN CENTER, L.P.
IN C.F. NO. 2004037136 O.P.R.F.B.C.

NO BUILDINGS

TRACT SUMMARY

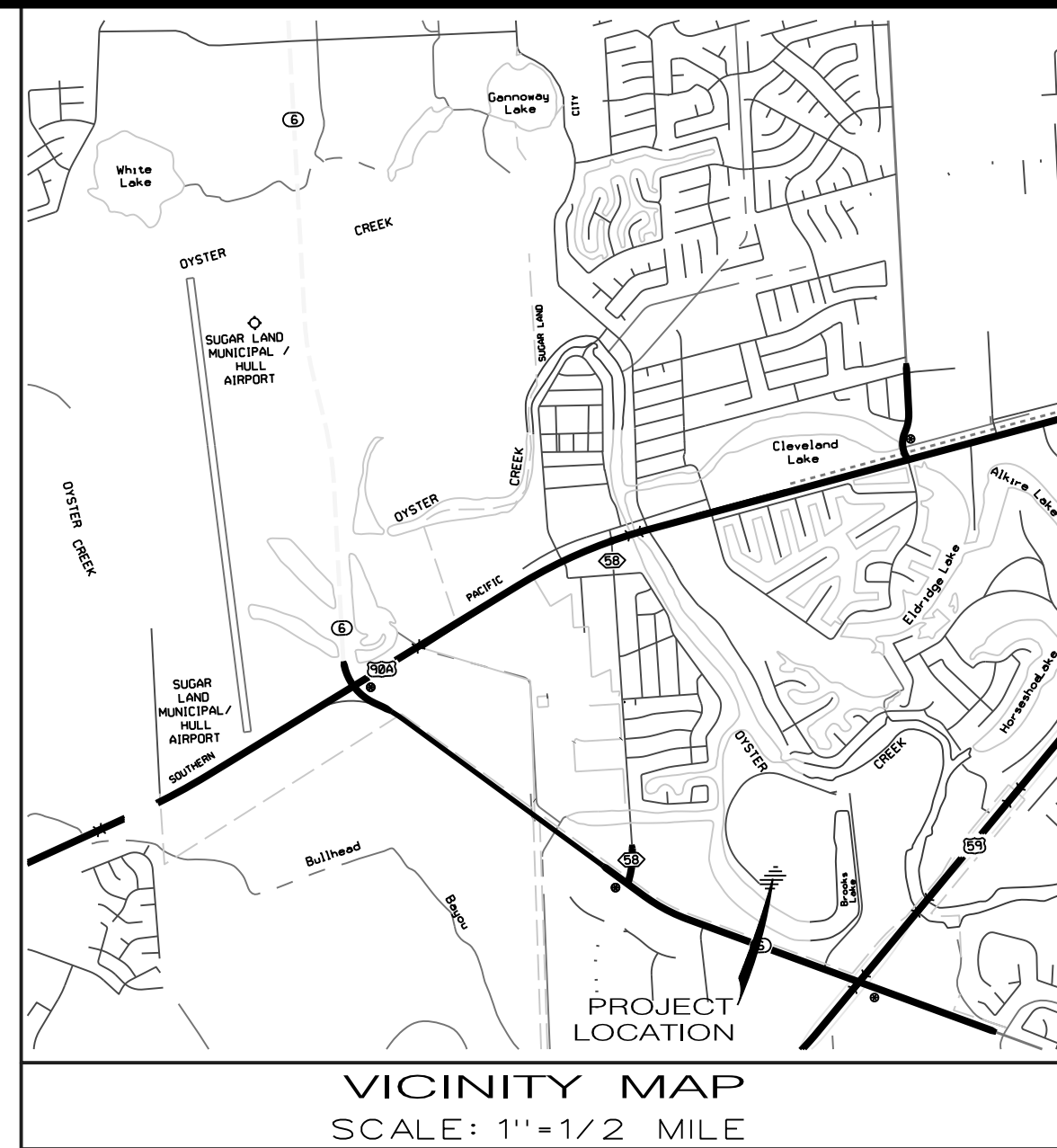
TRACT 1-	4.0073	ACRES ALL OF RESERVE "E"
TRACT 2-	2.4493	ACRES ALL OF RESERVE "D1,D2"
TOTAL TRACT 1,2-	6.4566	ACRES

To: Morgan Group Development, L.L.C.
Lake Pointe Town Center, Ltd.
Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made
in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land
Title Surveys, jointly established and adopted by ALTA and NSPS. The field work was completed
on December 1, 2022.

Executed this 2th day of December, 2022

Andrew P. McConnell
Andrew P. McConnell
Texas Registration No. 5651



VICINITY MAP
SCALE: 1"=1/2 MILE

GENERAL NOTES

- THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, C.F. NO. 2006120, ISSUED NOVEMBER 16, 2022, EFFECTIVE DATE OF NOVEMBER 02, 2022 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS, MAP NUMBER AND 4817C0260 L, DATED APRIL 02, 2014, THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED AS AREA OF MINIMAL FLOOD HAZARD. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OR PLANE METRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- ALL BEARINGS ARE REFERENCED TO THE NORTHWEST BOUNDARY LINE OF RESERVE "D1" IN LAKE POINTE TRACT "C" UNRESTRICTED RESERVE "D" REPLAT AS RECORDED IN PLAT NUMBER 20070301 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.
- THIS PROPERTY LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF SUGAR LAND, FORT BEND COUNTY, TEXAS, LEVEE IMPROVEMENT DISTRICT NO. 2, FORT BEND INDEPENDENT SCHOOL DISTRICT, FIRST COLONY MUD 10 AND FORT BEND COUNTY.
- PROPERTY HAS ACCESS TO AND FROM CREEK BEND DRIVE (50-FOOT WIDE) AS RECORDED ON PLAT NUMBER 20070108 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.
- ABBREVIATIONS: F.B.C.P.R. - FORT BEND COUNTY PLAT RECORDS; O.R.F.B.C. - OFFICIAL RECORDS OF FORT BEND COUNTY; D.R.F.B.C. - DEED RECORDS OF FORT BEND COUNTY; B/C - BACK OF CURB; FND - FOUND; L.E. - LANDSCAPE EASEMENT; S.S.E. - SANITARY SEWER EASEMENT; STM.S.E. - STORM SEWER EASEMENT; U.E. - UTILITY EASEMENT; A.E. - AERIAL EASEMENT; N.E. - NEIGHBORHOOD EASEMENT; H.L. - HOUSTON LIGHTING AND POWER; C.F. NO. - CLERK'S FILE NUMBER.
- ALL UTILITIES SHOWN ARE BASED ON ABOVE GROUND VISIBLE FEATURES AND NO EFFORT WAS MADE TO LOCATE BELOW GROUND UTILITY LINES.
- THIS PROPERTY IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON PLAT NUMBER 20070108, 20070210 AND 20070301 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS; C.F. NO. 5 9728010, 200005824, 200105856, 200105857, 200108202, 200157545, 200157547, 200176854, 200157546, 2004037131, 2004037140, 2005150907, 200703137, 200703138, 2020018868, 2017103109, 200810925, 2009119302 AND 2020018869 ALL OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS; AND VOL. 1059, PG. 152, VOL. 1071, PG. 448, VOL. 1389, PG. 112, VOL. 1672, PG. 769, VOL. 1872, PG. 1684, VOL. 1899, PG. 231, VOL. 2039, PG. 2590, VOL. 2328, PG. 1733 OF THE D.R.F.B.C..
- THIS PROPERTY IS ZONED BY THE CITY OF SUGAR LAND AS "B-O" (BUSINESS OFFICE).
- THIS PROPERTY IS SUBJECT TO TERMS, CONDITIONS AND STIPULATIONS SET OUT IN A "RECIPROCAL EASEMENT AGREEMENT" RECORDED IN C.F. NO. 200105856 AND C.F. NO. 200414140 OF THE D.R.F.B.C. REGARDING ACCESS AND UTILITIES FOR CREEK BEND DRIVE (ITEM 101.).
- THIS PROPERTY IS SUBJECT TO TERMS, CONDITIONS AND STIPULATION OF THAT DECLARATION OF COVENANTS AND MUTUAL ACCESS EASEMENTS RECORDED UNDER CLERK'S FILE NO. 200707370 OF THE D.R.F.B.C. REGARDING EASEMENTS FOR PAVING IMPROVEMENTS. THERE IS NO PAVING ON THE SUBJECT TRACT (ITEM 104.).
- THIS PROPERTY IS SUBJECT TO THE BUILDING AND PARKING SETBACK LINES RECORDED UNDER PLAT NO. 20070108 AND 20070210 F.B.C.P.R. AND IN C.F. NO. 200105856 OF THE D.R.F.B.C. AND REVISED IN C.F. NO. 200707373 OF THE D.R.F.B.C. (ITEMS 106, 108, 109, 110).
- NO ENCROACHMENTS AFFECT THE SUBJECT PROPERTY.
- THIS PROPERTY IS SUBJECT BY THE TERMS, CONDITIONS, AND STIPULATIONS OF THE SPECIAL WARRANTY DEED RECORDED IN CLERK'S FILE NO. 200810925 OF THE D.R.F.B.C. (ITEM 101.).

SCHEDULE "B" EXCEPTIONS TABLE

ITEM	EXCEPTION TYPE	NOTE
1.	RESTRICTIONS	AFFECTS SUBJECT PROPERTY AND IS SHOWN IN NOTE 8
10a.	POSSESSION RIGHTS	NOT A SURVEY MATTER
10b.	LESSER RIGHTS	NOT A SURVEY MATTER
10c.	INTENTIONALLY DELETED	
10d.	OIL AND GAS	NOT A SURVEY MATTER
10e.	25' BUILDING SETBACK	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10f.	16' WATER LINE EASEMENT	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10g.	10' STM. S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10h.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10i.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10j.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10k.	25' BUILDING SETBACK	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10l.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10m.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10n.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10o.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10p.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10q.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10r.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10s.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10t.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10u.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10v.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10w.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10x.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10y.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10z.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10aa.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10bb.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10cc.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10dd.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ee.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ff.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10gg.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10hh.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ii.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10jj.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10kk.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ll.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10mm.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10nn.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10oo.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10pp.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10qq.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10rr.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ss.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10tt.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10uu.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10vv.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ww.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10xx.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10yy.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10zz.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10aaa.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10bbb.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ccc.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ddd.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10eee.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10fff.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ggg.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10hhh.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10iii.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10jjj.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10kkk.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10lll.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10mmm.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10nnn.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ooo.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ppp.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10qqq.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10rrr.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10sss.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10ttt.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10uuu.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10vvv.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10www.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10xxx.	16' S.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10yyy.	20' L.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10zzz.	10' STM.S.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
10aaa.	10' U.E.	AFFECTS SUBJECT PROPERTY AND IS PLOTTED AND SHOWN HEREON
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EXHIBIT B
Final Development Plan
Pearl Lake Pointe

A. Contents - This Final Development Plan includes the following sections:

- General Provisions
- Land Uses
- Development Regulations for Multi-Family (Urban)/Live-Work Units
- Landscape and Pedestrian Circulation Regulations
- Building Regulations

B. General Provisions

1. The PD approved herein for this development must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City of Sugar Land (the “City”). If any provision or regulation of any City ordinance applicable in a B-O (Business-Office) zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the B-O zoning district in effect on the effective date of this ordinance apply to this PD as though written herein, except to the extent the City regulation conflicts with a provision of this ordinance.
2. Except as otherwise provided herein, the words used in this Final Development Plan have the meaning established by the Development Code. “PD” means the planned development district created by the ordinance.
3. The PD shall be developed in accordance with the following exhibits that are attached to and made part of this Final Development Plan:

Exhibit A:	Survey with Metes and Bounds
Exhibit B:	Final Development Plan
Exhibit B-1.0:	Lake Pointe Regional Activity Center w/walking distances
Exhibit B-1.1:	Site Plan – Level 1 w/site calculations
Exhibit B-1.2:	Amenities and Office Space – Level 1
Exhibit B-1.3:	Amenities – Level 5
Exhibit B-1.4:	Vehicle, Pedestrian, and Bicycle Access Plan
Exhibit B-2:	Concept Rendering-Southwest Corner Elevation
Exhibit B-2.1:	Concept Rendering-South Elevation
Exhibit B-2.2:	Concept Rendering-Northwest Corner Elevation
Exhibit B-2.3:	Concept Rendering-North Elevation
Exhibit B-2.4:	Concept Rendering-Southeast Elevation
Exhibit B-3:	Exterior Finishes
Exhibit B-3.1:	Exterior Elevations
Exhibit B-4:	Parking Plan and Tabulations
Exhibit B-5:	Landscaping Plan
Exhibit B-5.1:	Plaza/Activity Areas
Exhibit B-5.2:	Enlarged Corner Plaza
Exhibit B-5.3:	Inspirational Images for Streetscape

4. As shown on Exhibit A-1 (Survey with Metes and Bounds), the PD encompasses three (3) tracts which will be replatted into a single reserve of 6.4566 acres.
 - a) Tract 1: 4.0073 acres being the entirety of Unrestricted Reserve “E” out of the LAKE POINTE TRACT “C” REPLAT recorded under Clerk’s File Number 20070210 of the Plat Records of Fort Bend County, Texas;
 - b) Tract 2, Parcel 1: 2.3736 acres being the entirety of Unrestricted Reserve “D2” out of LAKE POINTE TRACT “C” UNRESTRICTED RESERVE “D” REPLAT recorded under Clerk’s File Number 20070301 of the Plat Records of Fort Bend County, Texas; and
 - c) Tract 2, Parcel 2: 0.0757 acre being the entirety of Unrestricted Reserve “D1” out of LAKE POINTE TRACT “C” UNRESTRICTED RESERVE “D” REPLAT recorded under Clerk’s File Number 20070301 of the Plat Records of Fort Bend County, Texas.

C. Land Uses

1. Permitted land uses are identified as follows:
 - a) Multi-Family Dwellings
 - b) Recreational Facilities
 - c) Professional Office and Co-working Space
 - d) Real Estate and Insurance/Brokerage
 - e) Business Services
 - f) Financial Services/Brokerage
 - g) Legal Services
 - h) Accounting/Tax Services
 - i) Educational Services
 - j) Counseling/Therapy
 - k) Management Consulting
 - l) Restaurant/café/food service (open to the public)
 - m) Coffee shop (open to the public)
 - n) Wine bar (open to the public)
 - o) Retail ancillary to multifamily residential (residents only)
 - p) Regional detention
2. Maximum number of dwelling units shall not exceed 380.
3. Non-multifamily uses include approximately 9,600 sf of first-floor flex office co-working space with an adjacent 4,425 sf meeting room, five (5) Live/Work units (approximately 4,000 sf) exclusively on the ground floor of these units, and the support areas for the multi-family tenants and their visitors. This support area includes the Lobby/Amenities area of approximately 10,000 square feet and approximately 2000 square feet of coffee shop/cafe/business lounge on the ground floor. Additionally, the fifth floor will feature a “Sky Lounge” entertainment area comprising approximately 2,125 square feet for residents and their guests. The premise of the live/work must be used as the primary residence of the tenant, which will also be the same as the non-residential use owner/operator.

4. Any time three years after issuance of the original certificate of occupancy for the ~ 9,600sf of ground floor office space, should the occupancy of such space fall below 65%, then owner shall have the right to convert all of such office space to a maximum of 5 residential live/work units.

D. Development Regulations for Multi-Family/Live-Work Units – Multi-Family use within District A of the PD shall be developed in accordance with the following development limitations:

1. Maximum Height of Structures:
 - a) Five (5) stories of multi-family structure. No more than 70 feet, plus an additional 10 feet for edge parapets and screen walls.
 - b) Six (6) levels of parking structure to a top level of 70 feet.
2. Minimum Building Setbacks:
 - a) Minimum building setback for Creek Bend Drive on the west side of the project is 35 feet.
 - b) The minimum building setback for Creek Bend Drive on the south side of the project is 20 feet.
 - b) Minimum building setback for north and east sides is 21.5 feet to accommodate the overhead electrical easement.
3. Bicycle Parking, as shown on Exhibit B-1.6 (Vehicle, Pedestrian, and Bicycle Access Plan) and Exhibit B-4 (Parking Plan Layout):
 - a) Open space plazas shall incorporate bicycle parking spaces.
 - b) A minimum of 10 public bicycle parking spaces shall be provided in racks with no more than 4 spaces in any single parking area.
 - c) Racks shall be designed to support the bicycle upright in two places on the bicycle frame.
 - d) The parking garage shall include secured bicycle storage for residents.
4. Signage to comply with Chapter 4 of the Development Code:
 - a) Project logo signage will have metal letters applied to the building face with a height of no more than 3 feet.
 - b) Specific to live/work units: signage to be wall-mounted, maximum height of 12 inches, to be constructed of acrylic or metal.
5. Vehicular access gates, as shown on Exhibit B-1.6 (Vehicle, Pedestrian, and Bicycle Access Plan):
 - a) Vehicular entrance gate to parking garage shall be set back at least 50 feet from the street right of way line.
 - b) Creek Bend Drive shall include two pedestrian entrance gates. The access drive to the north shall include two pedestrian entrance gates, and a fifth resident entrance gate shall be located on the east side.

E. Landscape and Pedestrian Circulation Regulations – The PD shall be developed in accordance with the following landscape and pedestrian circulation regulations:

1. Landscape requirements (See Exhibits B-4, B-5.1, B-5.2 and B-5.3):
 - a) 6-inch caliper shade trees spaced approximately 40 feet apart on average on Creek Bend Drive on west and south sides.
 - b) Continuous hedge on rear and side yards.
 - c) Due to 16-foot aerial power easement on the north and east sides, no shade trees may be used. Landscaping shall include Ornamental Trees (see Section E.6. below), along with shrubs and groundcover plantings.
2. The parking garage shall be 100% screened on all sides by the residential building.
3. Minimum 15% of open space of lot area, inclusive of landscape buffers. Reference Exhibit B-1.1 (Site Plan – Level 1), plaza/public spaces to be developed in accordance with Exhibit B-5 (Landscape Plan), Exhibit B-5.1 (Plaza/Activity Areas), and Exhibit B-5.2 (Enlarged Corner Plaza).
4. Enhanced pedestrian areas shall be provided in accordance with Exhibit B-1.6 (Vehicle, Pedestrian, and Bicycle Access Plan) and Exhibits B-5, B-5.1 and B-5.2:
 - a) Minimum 10' enhanced pedestrian walkway along Creek Bend Drive directly adjacent to Creek Bend Drive directly adjacent to Live/Work units and multi-family administration and amenity functions. Minimum 8' sidewalks are required abutting the 30' Access Drive to the north.
 - b) Sidewalks and plazas shall have amenities such as sitting areas, bicycle racks, enhanced concrete finishes, and tree grates. Tree and low-level pedestrian lighting will be incorporated. (See Exhibit B-5, B-5.1 and B-5.2)
5. The following landscape materials and minimum sizes are approved for use in the development:

Shade Trees:

<i>Common Name</i>	<i>Caliper</i>	<i>Size</i>	<i>Height</i>	<i>Spread</i>
Live Oak	4" *	65 gal.	12'-14' ht.	4'-5' spread
NuttallOak	4" *	65 gal.	10'-12' ht.	3'-4' spread
Drake Elm	4" *	65 gal.	9'-10' ht.	2'-3' spread
Pecan	4" *	65 gal.	10'-12' ht.	3'-4' spread

*Minimum 6" on Creek Bend Drive.

Ornamental Trees:

<i>Common Name</i>	<i>Caliper</i>	<i>Size</i>	<i>Height</i>	<i>Spread</i>
Italian Cypress	2"-3" cal.	24" box	8'-10' ht.	18"-24" spread
Southern Magnolia	2 ½" cal.	30 gal.	10'-12' ht.	3'-4' spread
Riverbirch	2 ½" cal.	30 gal.	9'-10' ht.	4'-5' spread
Redbud	2 ½" cal.	30 gal.	9'-10' ht.	3'-4' spread
Savannah Holly	2 ½" cal.	30 gal.	10'-12' ht.	3'-4' spread
Crepemyrtle	2 ½" cal.	30 gal.	8'-10' ht.	3'-4' spread

Shrubs for Screening and Buffering:

<i>Common Name</i>	<i>Size</i>	<i>Spacing</i>	<i>Height</i>	<i>Spread</i>
Waxleaf Ligustrum	5 gal.	36" o.c. double row	30" ht.	24" spread
Oleander	5 gal.	48" o.c. single row	36" ht.	36" spread
Waxmyrtles	5 gal.	36" o.c. double row	30" ht.	24" spread

Shrubs for Mass Planting:

<i>Common Name</i>	<i>Size</i>	<i>Spacing</i>	<i>Height</i>	<i>Spread</i>
Indian Hawthorn	5 gal.	30" o.c.	24" ht.	18" spread
Dwarf Yaupon Holly	5 gal.	30" o.c.	24" ht.	18" spread
Dwarf Chinese Holly	5 gal.	30" o.c.	24" ht.	18" spread
Azaleas	5 gal.	30" o.c.	24" ht.	18" spread
Dwarf Burford Holly	5 gal.	30" o.c.	24" ht.	18" spread
Green Pittosporum	5 gal.	30" o.c.	24" ht.	18" spread
Variegated Pittosporum	5 gal.	30" o.c.	24" ht.	18" spread
Dwarf Pittosporum	5 gal.	30" o.c.	24" ht.	18" spread
Dwarf Crepemyrtle	5 gal.	30" o.c.	24" ht.	18" spread
Compact Nandina	5 gal.	30" o.c.	24" ht.	18" spread
Parson Juniper	5 gal.	30" o.c.	12" ht.	18" spread
Tam Juniper	5 gal.	30" o.c.	12" ht.	18" spread
Pfitzer Juniper	5 gal.	30" o.c.	12" ht.	18" spread

Groundcover Plantings:

<i>Common Name</i>	<i>Size</i>	<i>Spacing</i>	<i>Height</i>	<i>Spread</i>
Asian Jasmine	1 gal.	15" o.c.	8" ht.	12" spread
Big Blue Liriope	1 gal.	12" o.c.	10" ht.	10" spread
Monkey Grass	1 gal.	12" o.c.	8" ht.	8" spread
Boxwood	1 gal.	18" o.c.	12" ht.	10" spread
Carolina Jessamine	1 gal.	18" o.c.	10" ht.	10" spread

Grass:

Common
Bermuda

Hydroseed or solid sod

- F. Building Regulations** – As shown on Building Elevations (see [Exhibit B-4.1](#) and [Exhibit B-4.2](#)), buildings within District A of the PD shall be developed in accordance with the following building regulations:

1. Buildings shall be designed in accordance with the following criteria:
 - a) A diversification of the horizontal and vertical building planes through offsets, changes in building materials, colors and textures, or other methods; and
 - b) Incorporate architectural details that create shade and cast shadows to provide visual relief.
 - c) Facades greater than 100 feet in length that face Creek Bend Drive shall incorporate offsets having a minimum depth of 1.5 to 2 feet and extending at least 20% of the length of the façade.
 - d) At least 65% of the units shall have full balconies extending approximately 30 inches from the face of the building.
2. Building façade finishes:
 - a) Primary Finish means an exterior finish consisting of brick, cast stone, stucco and glass.
 - b) Secondary Finish means an exterior finish consisting of aluminum storefronts/windows, steel canopies, prefabricated decorative metal balcony railings, fiber cement siding and wood.
 - c) Primary Finishes shall comprise at least 85% of each façade. The remaining portion of an exterior wall that is not constructed of a Primary Finish must be constructed of a Secondary Finish.
 - d) No single building finish material shall cover more than 80% of the front of any building.
 - e) Building elevations facing Creek Bend Drive shall comprise at least 50% glass.

- f) Use of architectural metals is limited to canopies, parapet walls, roof systems, balcony railings, and miscellaneous trim work, and such use shall meet the durability standards of the Development code.
- g) The Director may approve alternative Primary or Secondary Finishes not specified in this article if the Director determines that the alternative finish is substantially equal to or better than a specified Primary or Secondary Finish in quality, durability, and appearance and the use thereof will not violate any provision of this article.
- h) The following building materials shall not be used for a Primary or Secondary Finish:
 - i) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic or fiberglass panels.
 - ii) Unfired or underfired clay, sand, or shale brick.
 - iii) Smooth or untextured concrete surface
 - iv) EIFS



0' 10' 200' 600' 1" = 200'-0"
400' 800'

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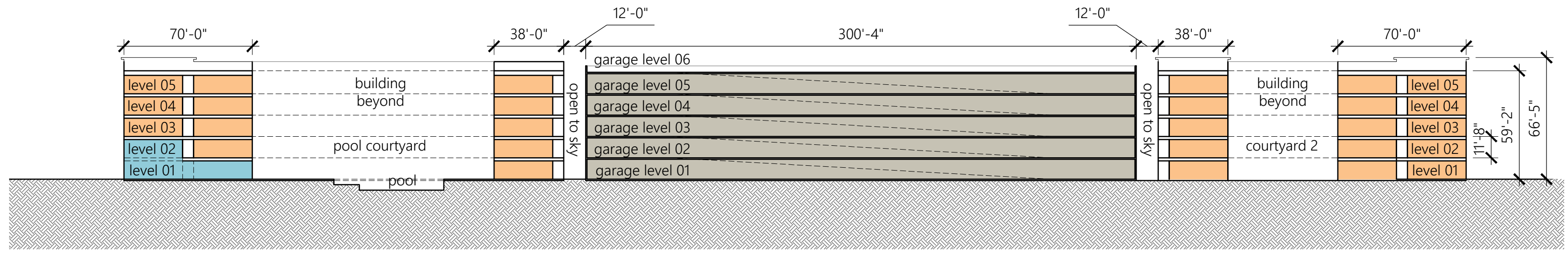
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EXHIBIT B-1.0

LAKE POINTE REGIONAL ACTIVITY CENTER (RAC)
03-07-2023 REVISED REZONING PACKAGE (RESUBMITTAL)
a development by MORGAN

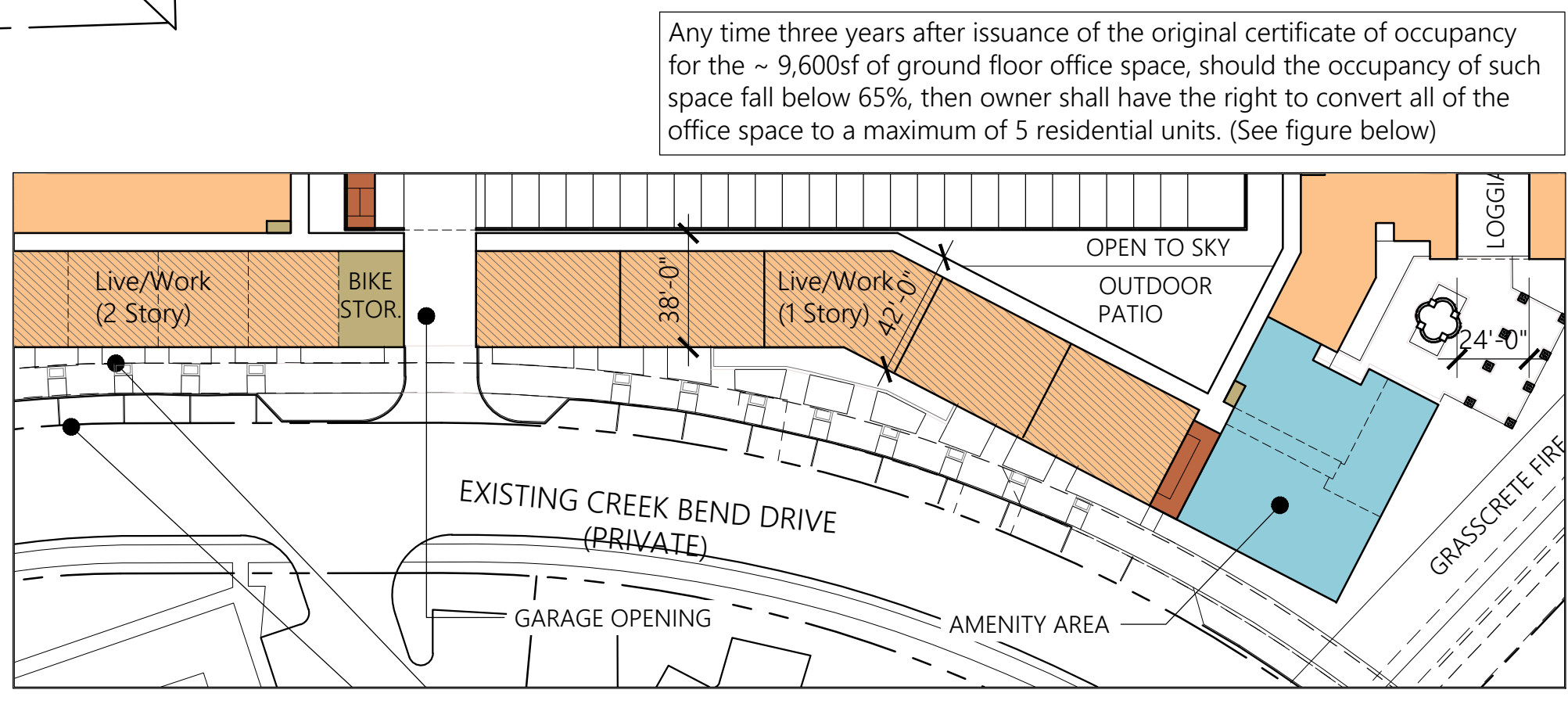
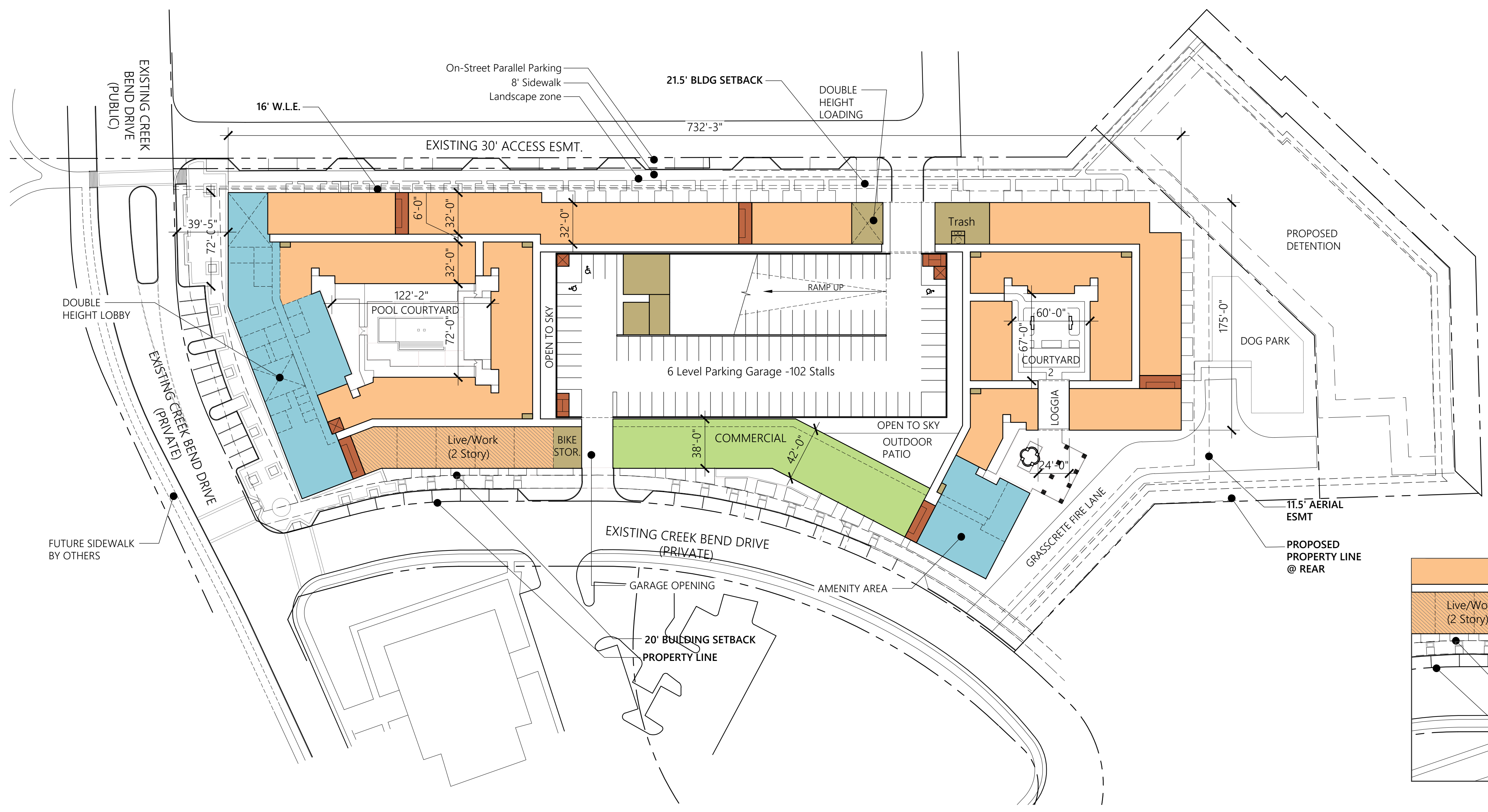
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SUGAR LAND, TEXAS

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CONCEPT SECTION

19-44 Prelim. Site Area Calcs	
~Unit Count:	375 units
Live/Work units (1%) :	5 units
1 br units (58%) :	219 units
2 br units (40%) :	151 units
Lobby/Amenities Area (Lvl 1 Pool Cty):	10,915 s.f.
Amenities Area (Lvl 1 Club / Secondary Fitness):	3,830 s.f.
Amenities (Lvl 5):	2,160 s.f.
Commercial Office (Lvl 1):	9,940 s.f.
Parking:	
Required Parking:	714 spaces
Total Residential Parking:	722 spaces
Residential Garage Parking:	679 spaces
Surface Parking:	43 spaces
Parking Ratio (surface not included):	1.81 spaces/unit
	1.3 spaces/br
Site Information	
Site Area (proposed):	5.394 acre
Building Lot Coverage (41%)	96,548 s.f.
Total Lot Coverage - incl. gar (57%)	134,490 s.f.
Total Open Space (35%)	82,393 s.f.
Private Open Space (Courtyard/Service)	19,624 s.f.
Public Open Space (excl. parking)	62,769 s.f.
Density:	69.52 units/acre

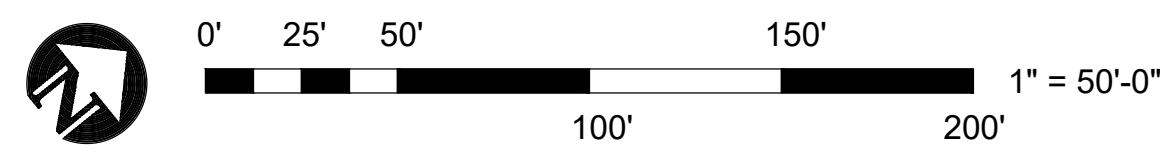


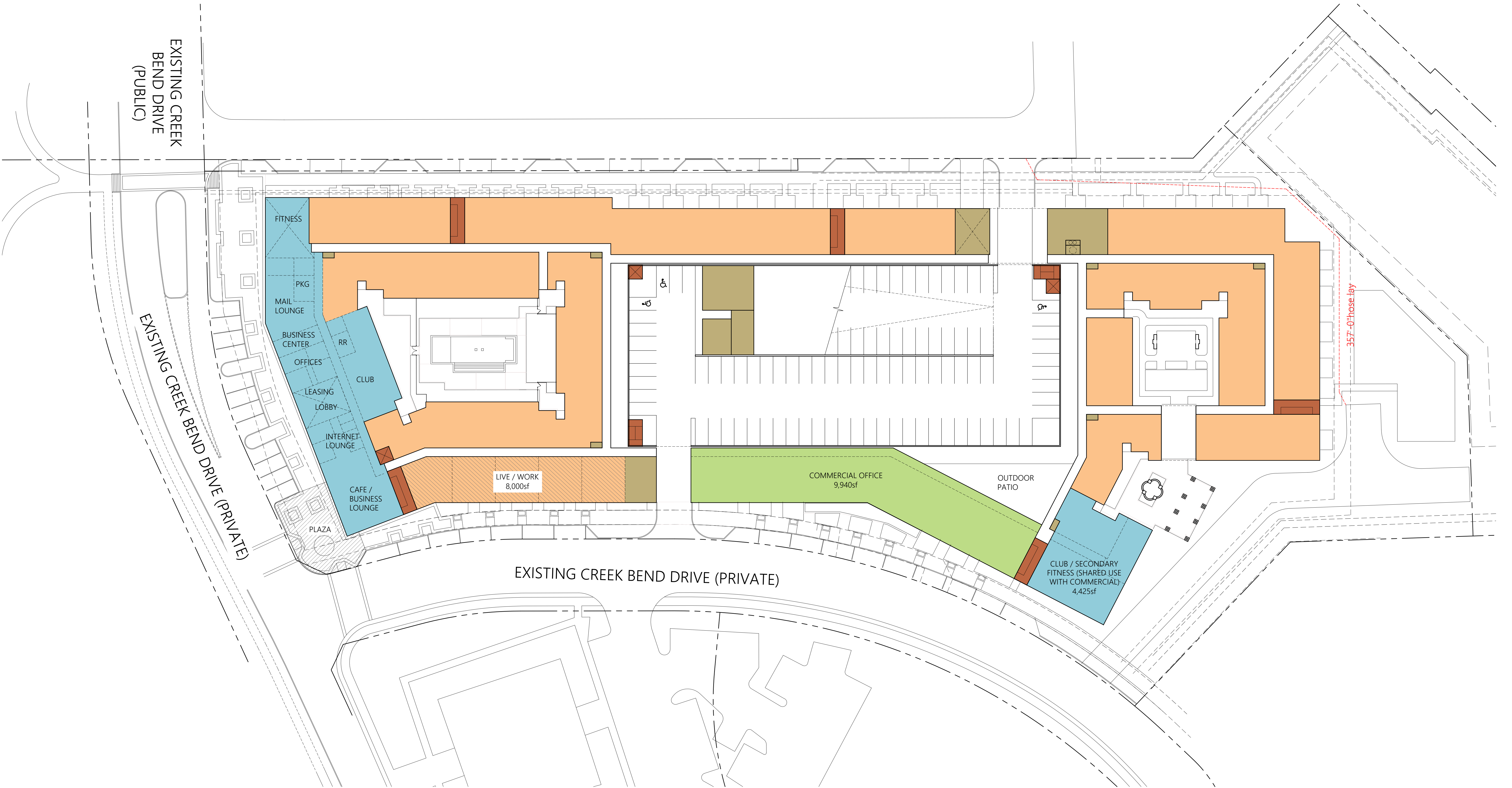
Any time three years after issuance of the original certificate of occupancy for the ~ 9,600sf of ground floor office space, should the occupancy of such space fall below 65%, then owner shall have the right to convert all of the office space to a maximum of 5 residential units. (See figure below)

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EXHIBIT B-1.1

SITE PLAN - LEVEL 1
03-07-2023 REVISED REZONING PACKAGE (RESUBMITTAL)
a development by MORGAN





1 Amenity Plan - Level 1

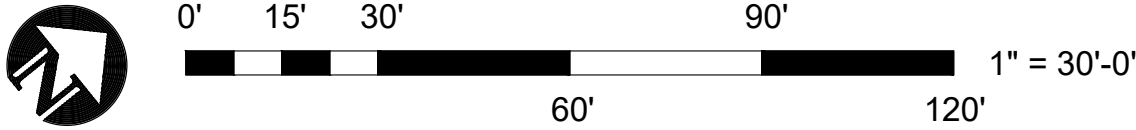
SCALE: 1" = 30'-0"

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AMENITY AND OFFICE SPACE PLAN
03-07-2023 REVISED REZONING PACKAGE (RESUBMITTAL)
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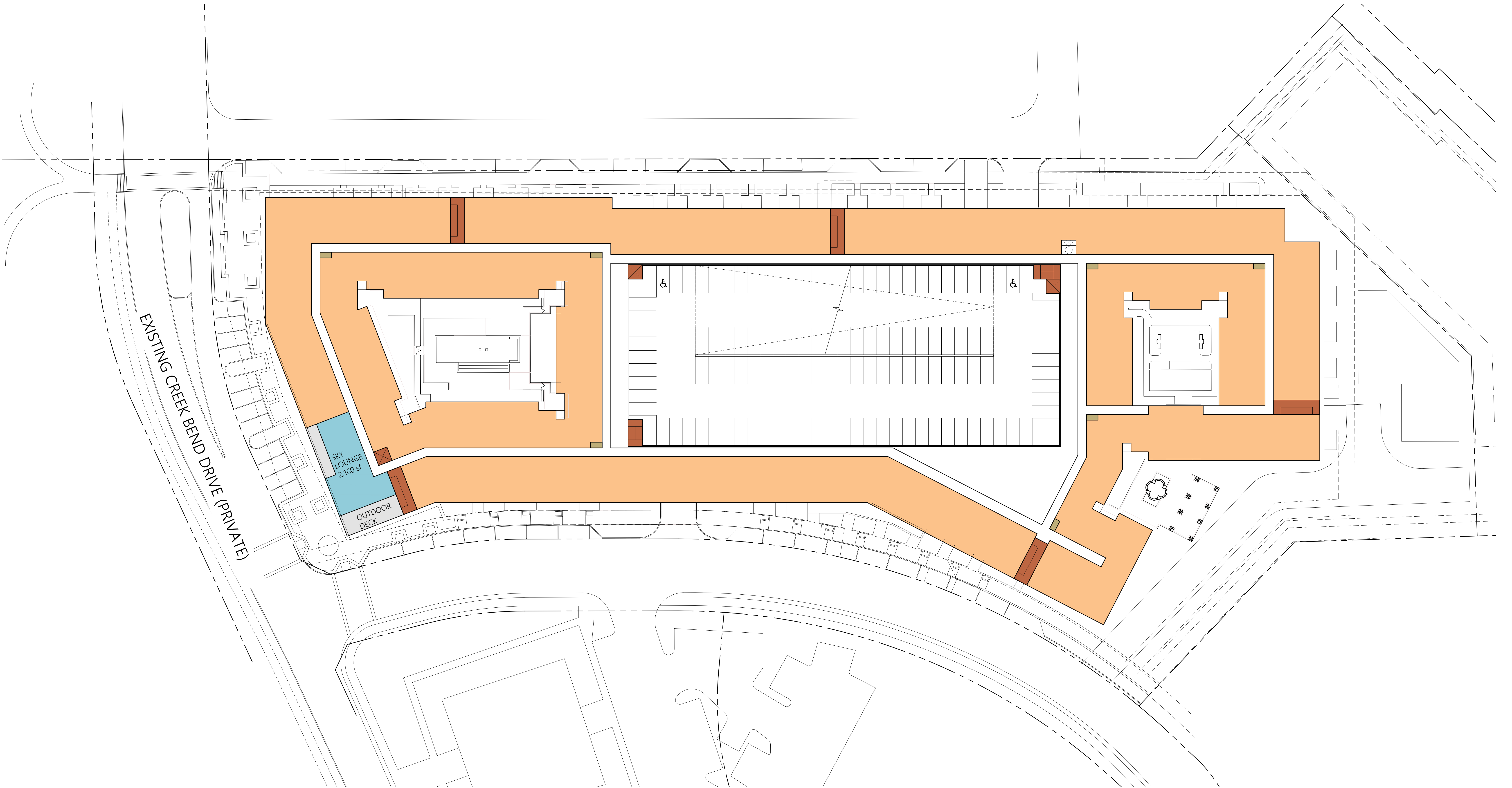


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EXHIBIT B-1.2



1 Amenity Plan - Level 5

SCALE: 1" = 30'-0"

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AMENITY AND OFFICE SPACE PLAN
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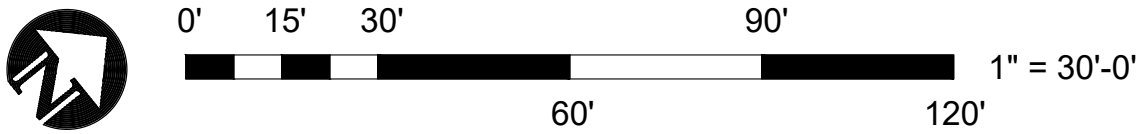


EXHIBIT B-1.3

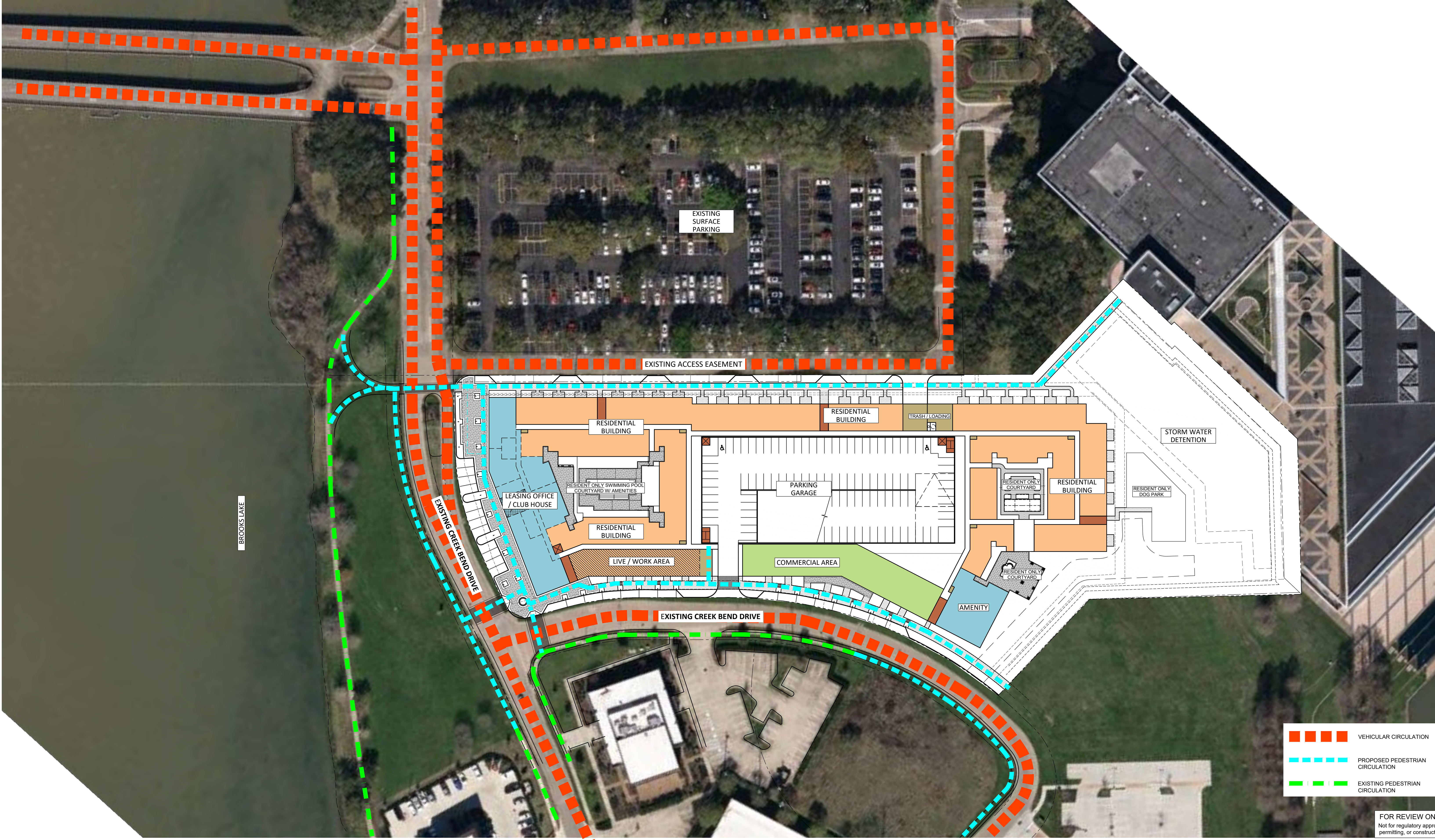


EXHIBIT B-1.4

TRAFFIC / PEDESTRIAN PLAN

January 9, 2023
a development by MORGAN

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SUGAR LAND, TEXAS

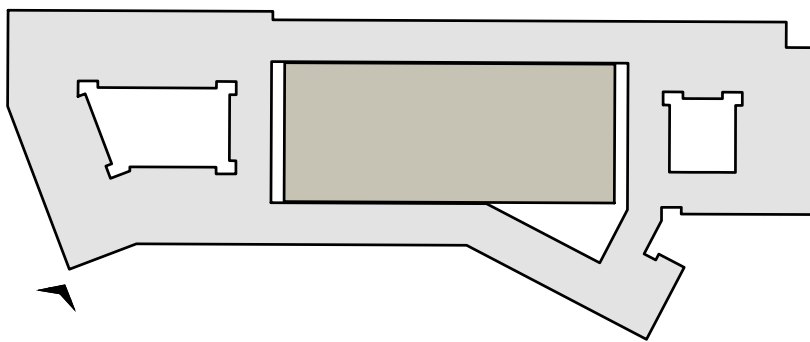
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EXHIBIT B-2



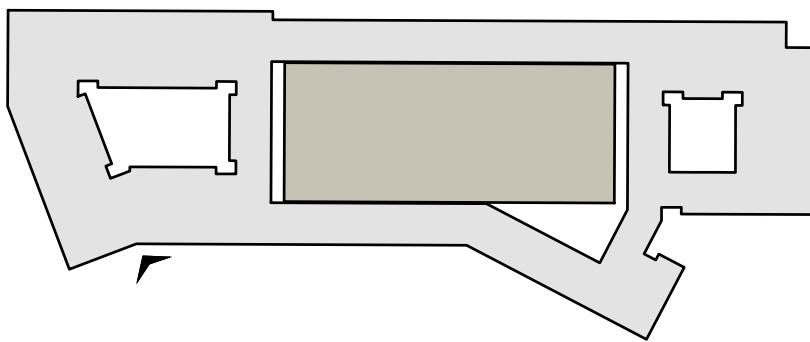
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CONCEPT RENDERING
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SUGAR LAND, TEXAS



EXHIBIT B-2.1



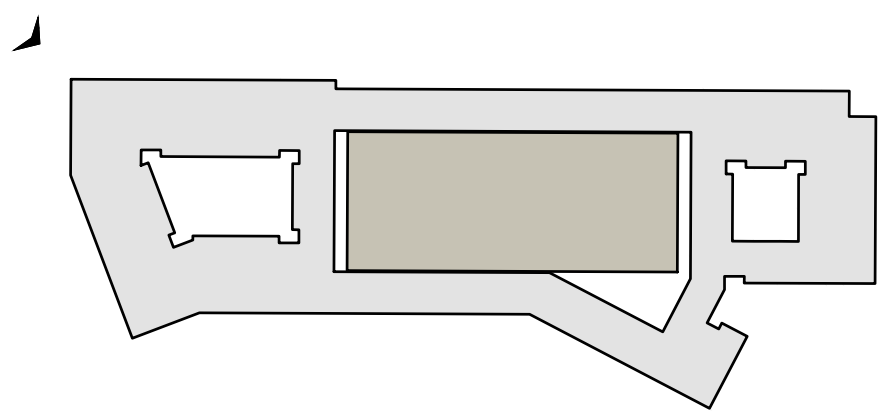
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EXHIBIT B-2.2



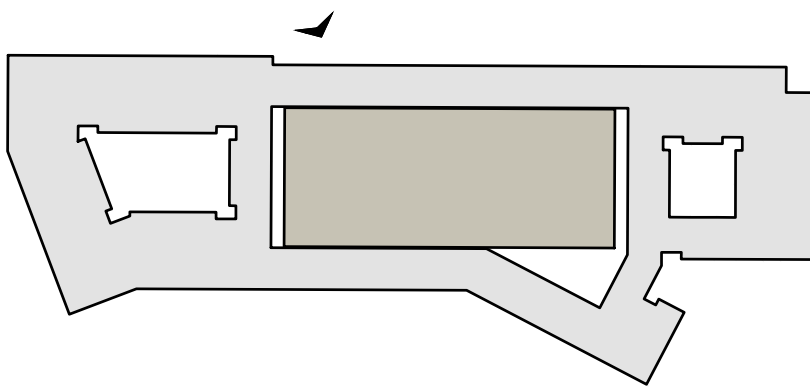
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EXHIBIT B-2.3



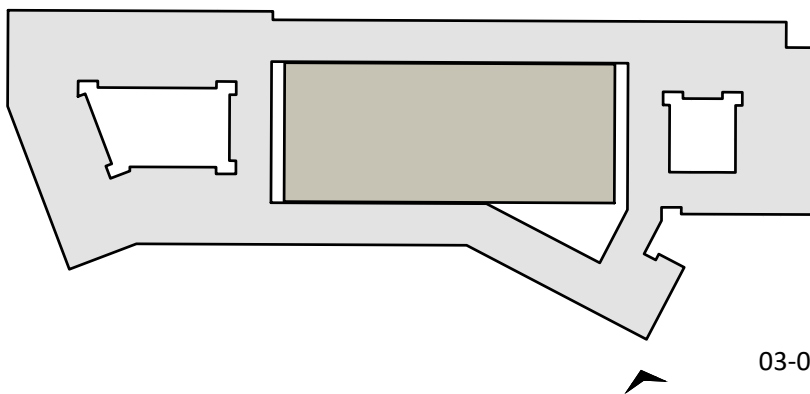
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SUGAR LAND, TEXAS



EXHIBIT B-2.4



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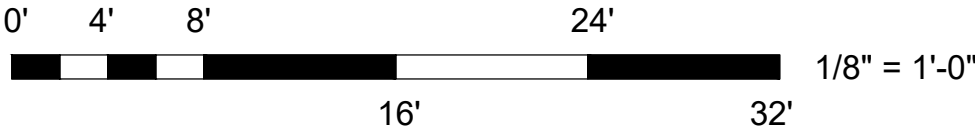
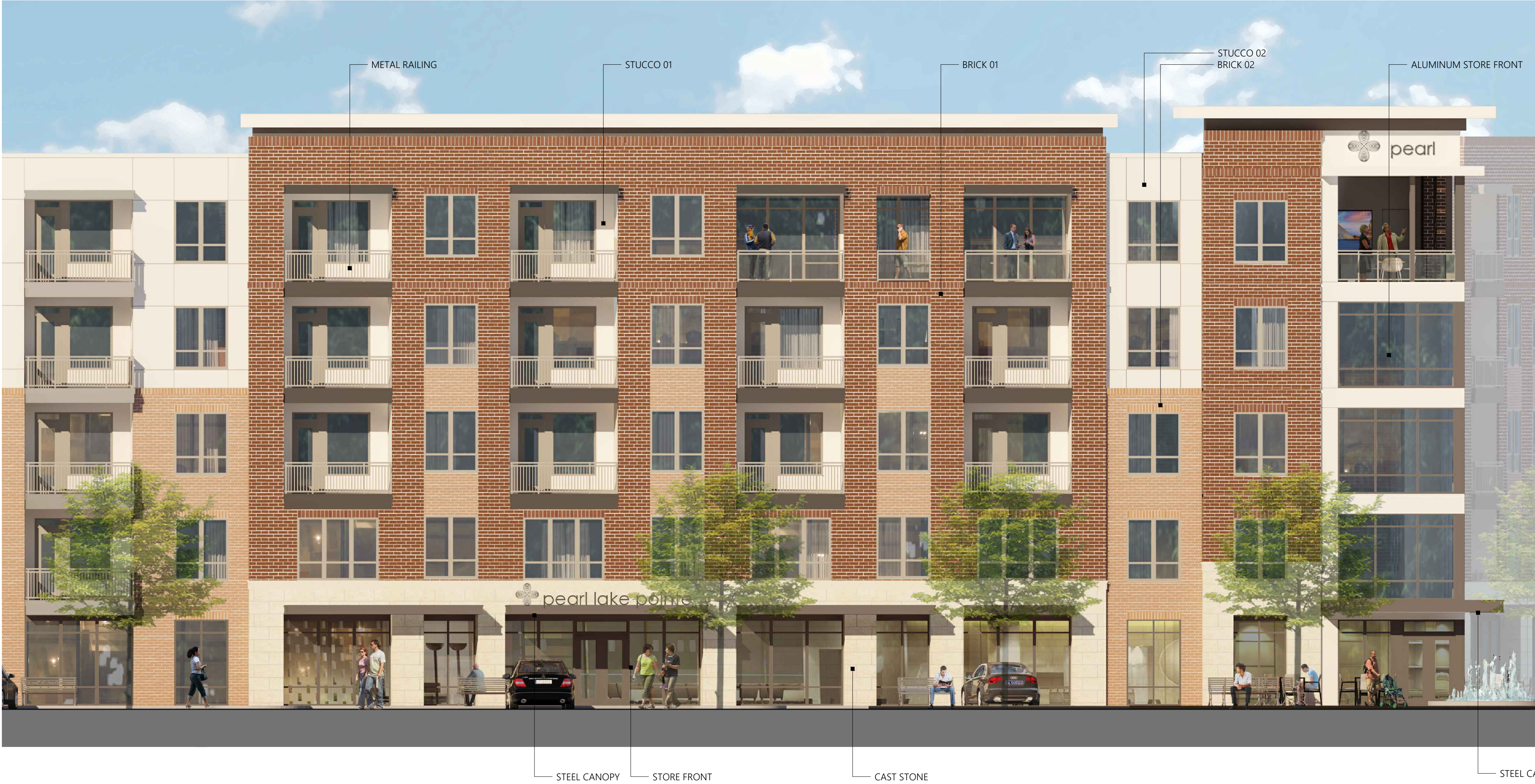
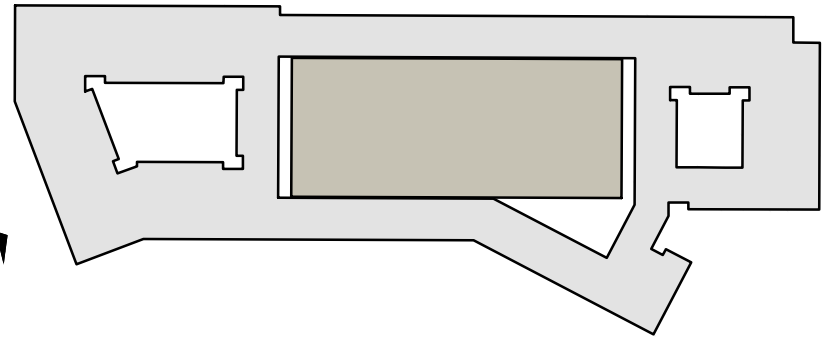


EXHIBIT B-3



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EXTERIOR FINISHES

03-07-2023 REVISED REZONING PACKAGE (RESUBMITTAL)
a development by MORGAN



4 ACCESS EASEMENT (NW) ELEVATION
SCALE: 1" = 30'-0"



3 CREEK BEND DR (SE) ELEVATION
SCALE: 1" = 30'-0"



2 NORTHEAST ELEVATION
SCALE: 1" = 30'-0"



1 CREEK BEND DR (SW) ELEVATION
SCALE: 1" = 30'-0"

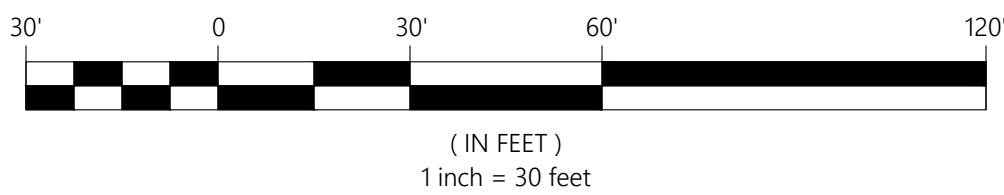
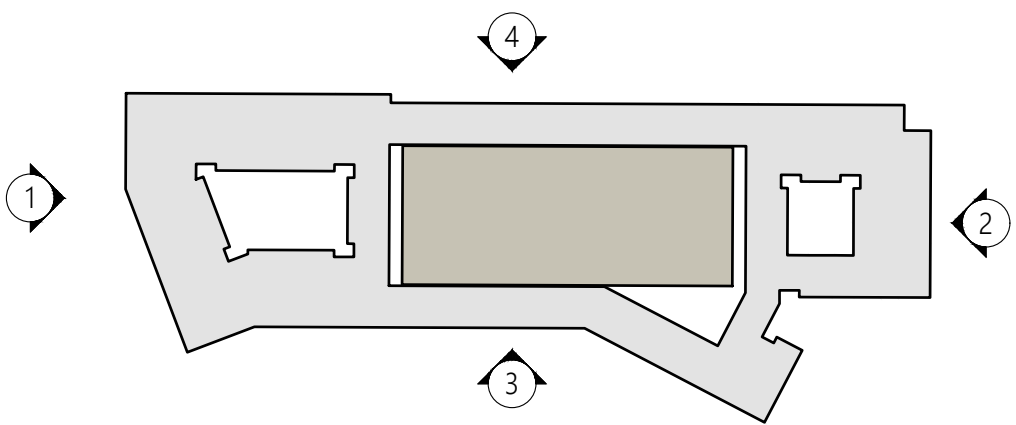


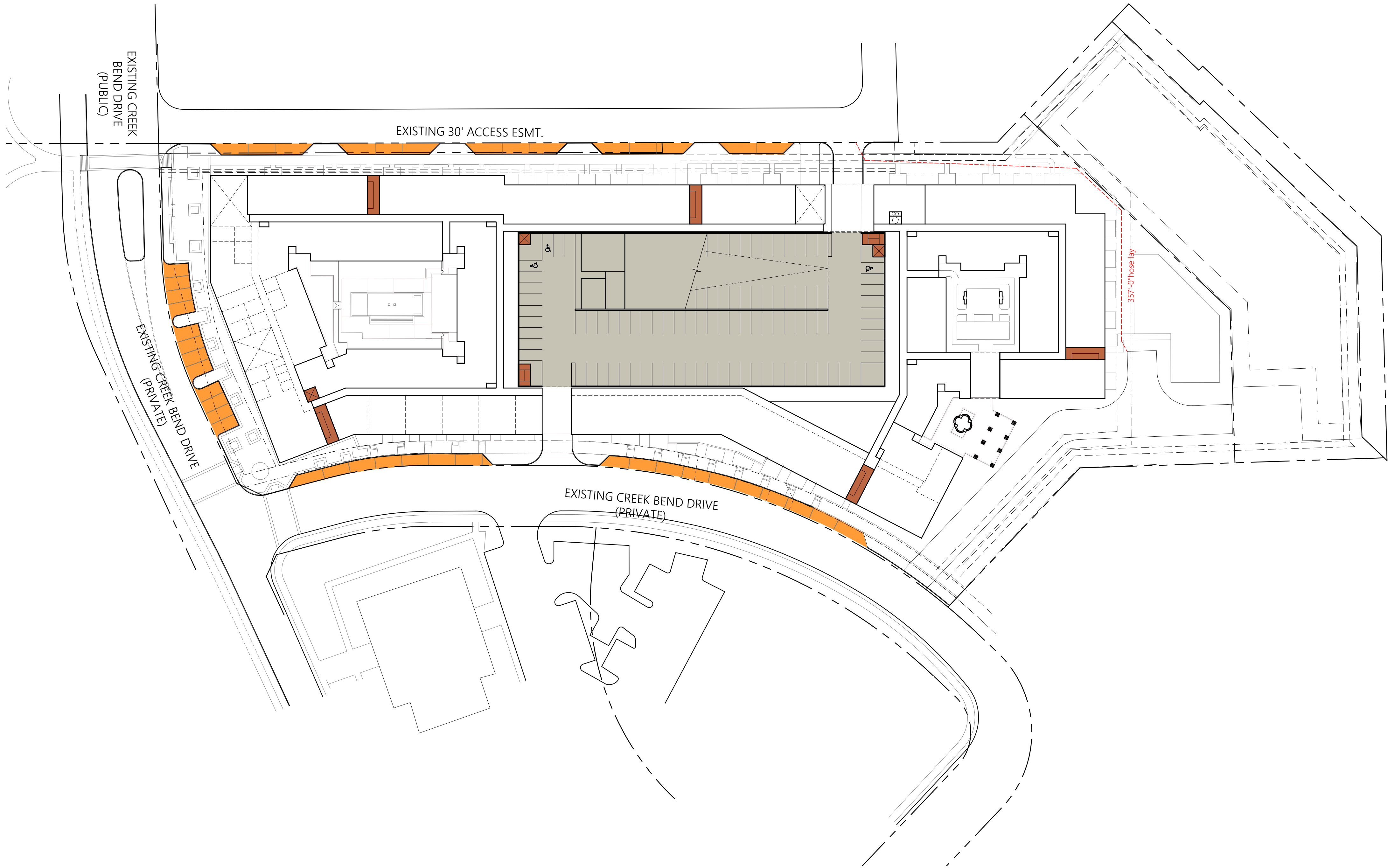
EXHIBIT B-3.1



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EXTERIOR ELEVATIONS
03-07-2023 REVISED REZONING PACKAGE (RESUBMITTAL)
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PEARL LAKE POINTE
SUGAR LAND, TEXAS



- On-Street Parking
- Garage Parking

Parking Tabulations			
Multi-Family Residential			
	# Units	Ratio	Required
1BR	219	1.5	329
2BR	151	2	302
Visitor	370	0.2	74
	Total:		705
Live/Work			
1BR	5	1.5	8
Visitor	5	0.2	1
	Total:		9
Total Required Parking:			714
Total Parking Provided			722
Garage Parking:			679
Street Parking:			43

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PARKING PLAN

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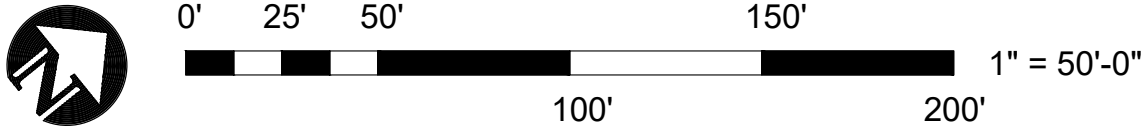
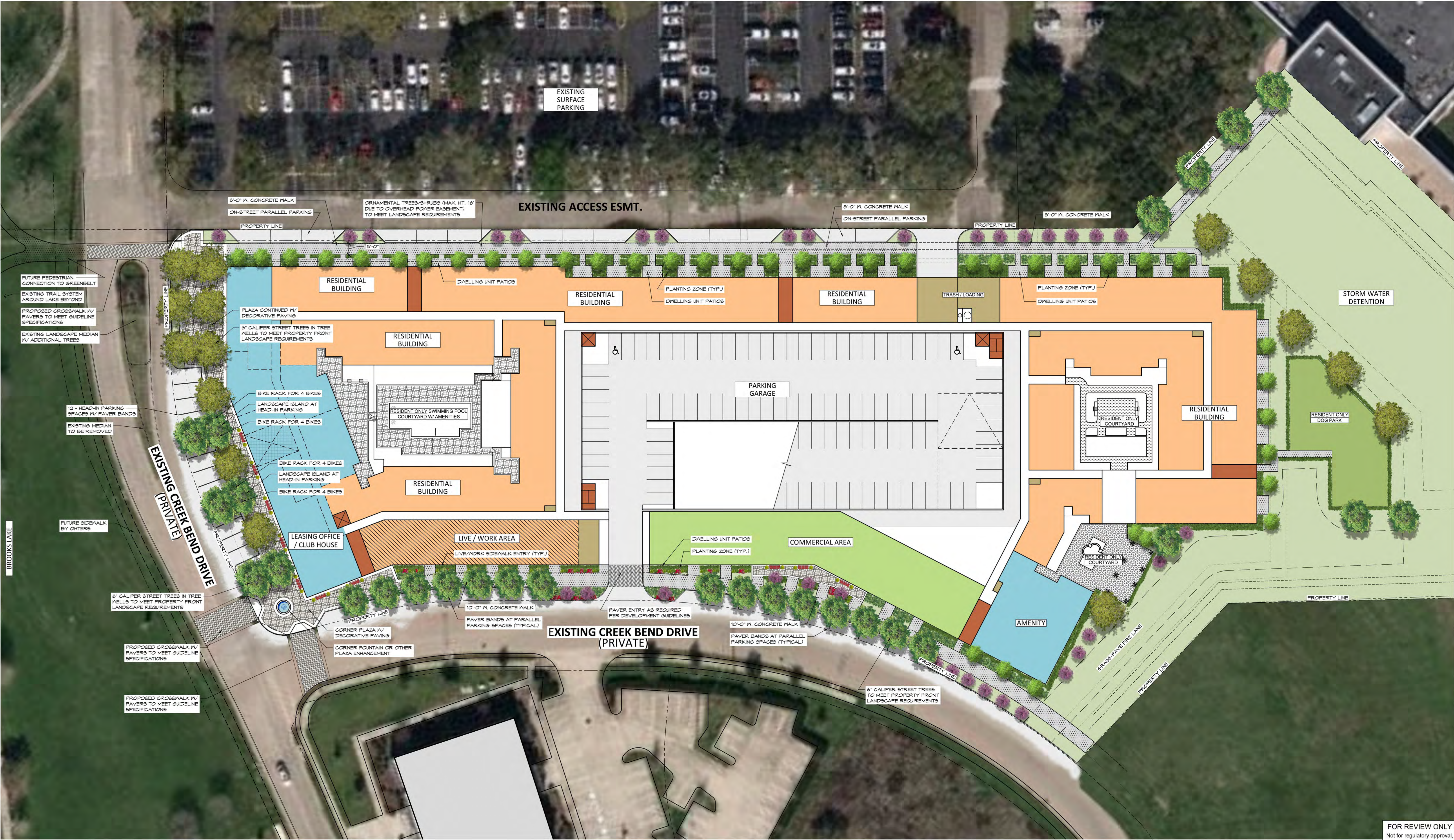


EXHIBIT B-4



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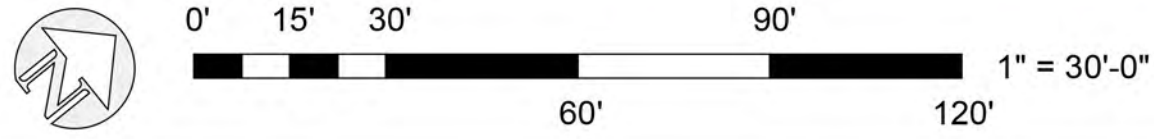


EXHIBIT B-5

LANDSCAPE SITE PLAN

January 9, 2023

a development by MORGAN

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EXHIBIT B-5.1

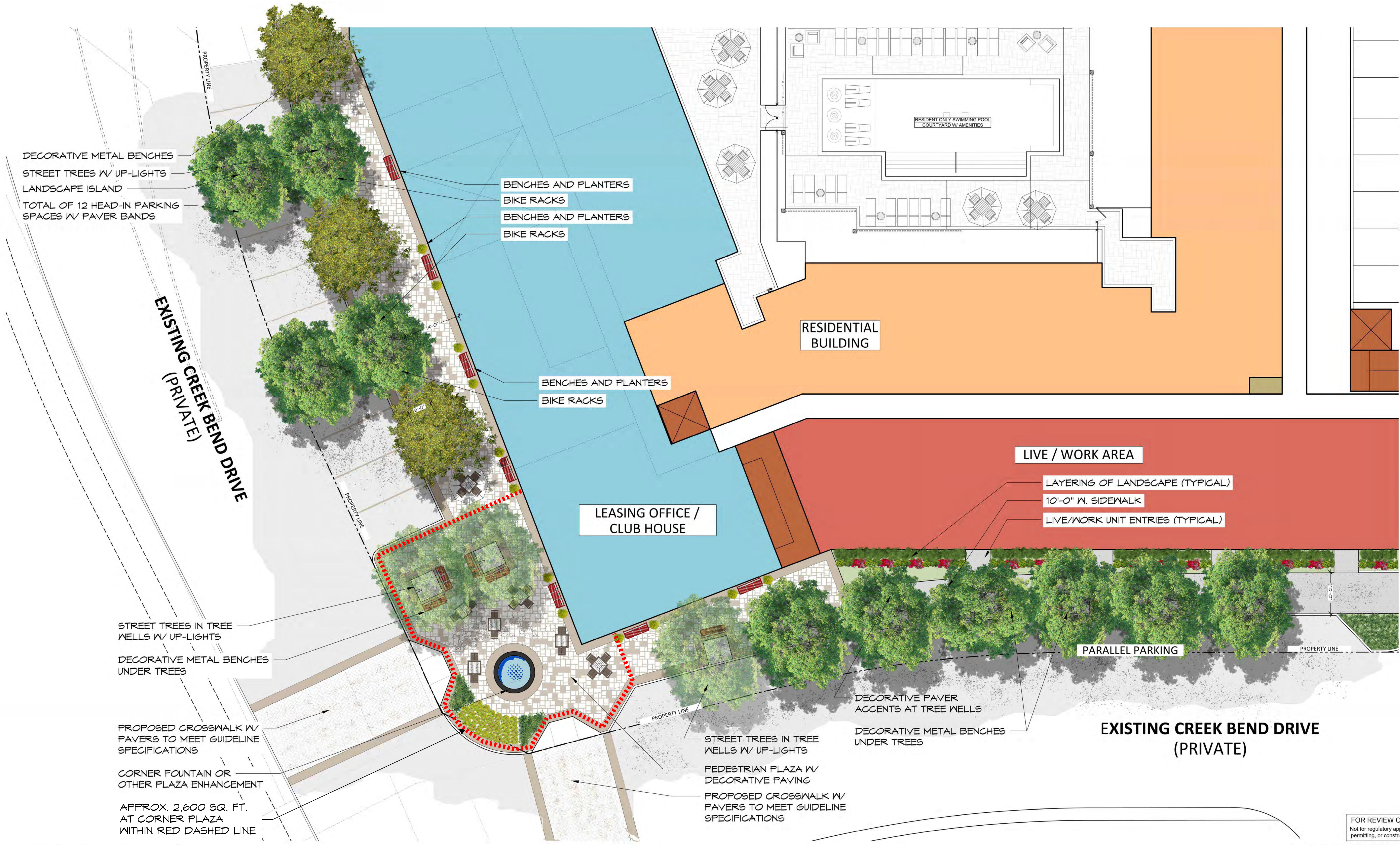


EXHIBIT B-5.2

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ENLARGED CORNER PLAZA

Sept. 12, 2022

a development by MORGAN



EXHIBIT B-5.3

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INSPIRATION IMAGES

JULY 18, 2022

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City Council Agenda Request May 6, 2025

Agenda Request No: VII.M.

Agenda of: City Council Meeting

Initiated by: Sharon Shapiro, Grants Officer

Presented by: Danica Mueller, Water Operations Manager

Responsible Department: Utilities

Agenda Caption:

Consideration of and action on authorization of a Contract with Arcco Power Systems, in the amount of \$466,467.28 through the Sourcwell Cooperative Purchasing Contract No. 092222-GNR, for the purchase of two (2) Generac Mobile Diesel Engine-Driven Generators.

Recommended Action:

Approval of contract with Arcco Power Systems in the amount of \$466,467.28 for the purchase of two portable generators for groundwater plants.

Executive Summary:

On October 15, 2024, City Council approved Resolution No. 24-55 and authorized award acceptance of the Texas Department of Emergency Management (TDEM) Hazard Mitigation Grant for the purchase of two backup mobile generators for the First Colony Water Treatment Plant and the Riverpark Water Treatment Plant.

The mobile generators will allow for maximum operational flexibility, mitigate the risk posed by unplanned power outages and will increase the level of protection for areas most in need. These generators will increase levels of protection for key city sites ensuring continuity of operations to protect life and property for the residents of the City of Sugar Land. These generators can be deployed as single units or in series depending on the power/specific operational needs at a facility or facilities during emergencies involving loss of power supplies.

The city has received a quote from ARCCO Power System to provide the two generators and all applicable supplies in the amount of \$466,467.28 (\$233,233.64 each). ARCCO Power Systems is an authorized Generac dealer and can sell equipment through Generac's Buy Sourcwell marketplace, contract 092222-GNR.

Funding for the generator purchase is available in Capital Assets Program 60191159-621000-GUT51.

The Utilities Department recommends city council authorize the execution of a contract in the amount of \$466,467.28 with ARCCO Power System to purchase two mobile generators for use at the First Colony Water Treatment Plant and the Riverpark Water Treatment Plant.

Budget

Expenditure Required: \$466,467.28

Current Budget: \$830,000.00

Additional Funding: 0.00

Funding Source: GUT51 - Hazard Mitigation Grant Program (HMGP)

Account Number (ORG-OBJ-Project): 6019115-621000 Capital Assets

Attachments

1. Signed Contract Pages_Arcco
2. 4586-0057-City-of-Sugar-Land-Mobile-Generators-Award-Package-2522911-65110
3. Arcco Power Systems Proposal- City of Sugar Land Portable 500KW
4. Resolution No. 24-55

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED – FEDERAL FUNDS)
\$100K to \$999,999.99
(Rev. 4-9-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:

Title:

Title:

Company:

MATTER NUMBER: 6455M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: Arcco Power Systems
9424 N. Interstate Dr.
Baton Rouge, LA 70809

Description of Services: Purchase of two portable generators; Project No. GUT51

Maximum Contract Amount: \$466,467.28

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

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

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

hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid/proposal/contract.

12. ANTITRUST

The Bidder/Offeree/Contractor represents and warrants that neither the Bidder/Offeree/Contractor nor any firm, corporation, partnership, or institution represented by the Bidder/Offeree/Contractor, or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the bid/proposal made to any competitor or any other person engaged in such line of business during the procurement process. The Bidder/Offeree/Contractor hereby assigns to the City all of the Bidder/Offeree/Contractor's rights, title, and interest in and to all claims and causes of action the Bidder/Offeree/Contractor may have under the antitrust laws of the Texas or the United States for overcharges associated with this contract.

13. DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES.

The Bidder/Offeree/Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practice violations under Chapter 17 of the Texas Business and Commerce Code or allegations of any unfair business practice in any administrative hearing or court suit. The Bidder/Offeree/Contractor represents and warrants that it has not been found to be liable for such practices in such proceedings. The Bidder/Offeree/Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and further certifies that such officers have not been found to be liable for any such practices in such proceedings.

14. BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS

The undersigned, on behalf of the Bidder/Offeree/Contractor, certifies that it does not and will not engage in business or enter into contracts with a for-profit company identified by (1) the Texas Comptroller as a company with business operations in Sudan, (2) the Texas State Pension Review Board as a company with business operations in Iran, or (3) the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. Excepted from the prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to (1) Sudan, (2) Iran, or (3) foreign terrorist organizations.

By signing this Certification, the undersigned, as an authorized representative of the Bidder/Offeree/Contractor, warrants, represents and certifies that the above statements are true and correct to the best of my knowledge. The undersigned understands that this Certification is a material representation of fact upon which reliance will be placed when the City determines to enter into the contract. If it is later determined that the Bidder/Offeree/Contractor knowingly rendered an erroneous Certification, in addition to other remedies available to the City, the City may terminate the contract for cause or default.

Signature

Name (Print)

GRANT CERTIFICATIONS

Page 7 of 8

12/1/2022

President.
Title

4/10/2025
Date

Arcco Company Services Inc
Company

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Thomas Sanders, the undersigned representative of
(Person name)
Arcco Company Services Inc.
(Company or Business name)

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

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

Pursuant to Section 2274.001, Texas Government Code:

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

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

4/10/2025
DATE

President
POSITION / TITLE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Thomas Sanders, the undersigned representative of
(Person name)
Arco Company Services Inc.
(Company or Business name)

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

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

Pursuant to Section 2267.001, Texas Government Code:

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

4/10/2025
DATE

President
POSITION / TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Thomas Sanders, the undersigned representative of
(Person name)

Arcco Company Services Inc.
(Company or Business name)

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

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

Pursuant to Section 2271.001, Texas Government Code:

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

4/10/2025
DATE

President
POSITION / TITLE
[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

Pursuant to Section 2270.001, Texas Government Code:

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

I, (authorized official) Thomas Sanders, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

ARCCO COMPANY SERVICES INC
LAPORTE, TX United States

Certificate Number:
2025-1294119

Date Filed:
04/10/2025

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

CITY OF SUGAR LAND

Date Acknowledged:

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

PROJECT NO. GUT51
PURCHASE OF TWO PORTABLE GENERATORS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SANDERS, THOMAS	Baton Rouge, LA United States	X	
	PIERCE, CRAIG	Baton Rouge, LA United States		X
	YOUNG, GAY	Baton Rouge, LA United States		X
	BARRINGER, SCOTT	Baton Rouge, LA United States		X
	COOTS, JAMIE	Baton Rouge, LA United States		X
	ABSHIRE, BARRY	Baton Rouge, LA United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Thomas Sanders, and my date of birth is 12/20/1968.

My address is 9424 N Lakeshore Dr, Baton Rouge, LA, 70807, EBRP.
(street) (city) (state) (zip code) (country)

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

Executed in EBRP County, State of LA, on the 10 day of April, 20 25.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION NO. 24-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE HAZARD MITIGATION GRANT PROGRAM (HMGP), DR-4586, 2021 TEXAS SEVERE WINTER STORMS, FROM THE STATE OF TEXAS, TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM), TO PURCHASE TWO (2) MOBILE GENERATORS; AND DESIGNATING THE CITY MANAGER, OR DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO EXECUTE ALL GRANT DOCUMENTS AND IMPLEMENT THE GRANT.

WHEREAS, the City Council of the City of Sugar Land ("City") finds it is in the best interest of the citizens of the City to accept the Hazard Mitigation Grant Program (HMGP), DR-4586, 2021 Texas Severe Winter Storms from the State of Texas, Texas Division of Emergency Management (TDEM), to purchase two (2) mobile generators to ensure continuity of operations to protect residents life and property; NOW, THEREFORE,

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

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

Section 2. That the City accepts the Hazard Mitigation Grant Program (HMGP), DR-4586, 2021 Texas Severe Winter Storms ("Grant") from the State of Texas, Texas Division of Emergency Management (TDEM), attached hereto and incorporated herein by reference Exhibit A, to purchase two (2) mobile generators.

Section 3. That the City Manager, or designee, is designated as authorized grant official to execute all Grant documents on behalf of the City of Sugar Land and implement the Grant.

Section 4. That the City agrees to provide any matching funds as required by the Grant.

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

APPROVED on October 15, 2024.



Joe R. Zimmerman, Mayor

ATTEST:



Linda Mendenhall
City Secretary

APPROVED AS TO FORM:



Attachment: Exhibit A – Grant Award Letter



September 18, 2024

Mr. Michael Goodrum
City Manager
City of Sugar Land
2700 Town Center Blvd. N.
Sugar Land, TX 77479

Subject: Sub-Grant Award

Dear Mr. Goodrum:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4586, Texas Severe Winter Storms. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: XZ2PYBMQKJ91
TINS Number: 74-6027491
FIPS Number: 157-70808-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0057
Project Title: City of Sugar Land Mobile Generators
Period of Performance (POP): 7/29/2024 to 4/7/2025

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	7/29/2024	\$830,000.00	90%	\$747,000.00	10%	\$83,000.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement

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will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

The approved Scope of Work (SOW) follows, and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The Applicant, City of Sugar Land, Fort Bend County, Texas proposes to purchase and store two back up, mobile generators, with necessary electrical and fuel accessories and tow trailers, that will be stored at Sugarland Public Works, 111 Gillingham Lane Sugar Land, TX 77478 (29.6257, -95.6158). These generators can be deployed as single units or in series depending on the power/specific operational needs at a facility or facilities during times of emergencies involving loss of power supplies. The mobile generators will allow for maximum operational flexibility, mitigate the risk posed by unplanned power outages and will increase the level of protection for areas most in need. These generators will increase levels of protection for key city sites ensuring continuity of operations to protect life and property for the residents of the City of Sugar Land.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
Sugarland Public Works (Storage Location)	111 Gillingham Lane, Sugar Land, TX 77478			29.6257	-95.6158
First Colony Water Treatment Plant		528kW	Portable	29.59375	-95.63870
Riverpark Water Treatment Plant		528kW	Portable	29.56855	-95.67721

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX M13). FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA)

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Del Valle, TX 78617-9998

requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90 days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated with the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Walter Zelezniak at walter.zelezniak@tdem.texas.gov.

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

Michael Goodrum, City Manager

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Walter Zelezniak at 713-304-7893, or walter.zelezniak@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations
Technical Recommendation Report

Copy: Sharon Shapiro, Grants Officer
sshapiro@sugarlandtx.gov

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998



City Council Agenda Request

OCTOBER 15, 2024

AGENDA REQUEST NO: IV.B.

AGENDA OF: City Council Meeting

INITIATED BY: *Sharon Shapiro, Grants Officer*

PRESENTED BY: *Danica Mueller, Water Operations Manager*

RESPONSIBLE DEPARTMENT: Public Works

AGENDA CAPTION:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 24-55**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE HAZARD MITIGATION GRANT PROGRAM (HMGP), DR-4586, 2021 TEXAS SEVERE WINTER STORMS, FROM THE STATE OF TEXAS, TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM), TO PURCHASE TWO (2) MOBILE GENERATORS; AND DESIGNATING THE CITY MANAGER, OR DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO EXECUTE ALL GRANT DOCUMENTS AND IMPLEMENT THE GRANT; and authorization of a Budget Amendment in the amount of \$830,000.00 to revenues and expenditures.

RECOMMENDED ACTION:

Approval of Resolution No. 24-55 to accept the Hazard Mitigation Grant for the purchase of two mobile generators for the First Colony Water Treatment Plant and Riverpark Water Treatment Plant in the amount of \$830,000 and the authorization of a budget amendment in the amount of \$830,000 to revenues and expenditures.

EXECUTIVE SUMMARY:

In September 2021, the City Council approved Resolution No. 21-21 and authorized the submission of a grant application to the State of Texas, Texas Department of Emergency Management (TDEM) Hazard Mitigation Grant Program for the February 2021 Severe Winter Storm (DR-4586-TX), to purchase two mobile generators capable of powering the First Colony and Riverpark Water Treatment facilities.

During a hurricane, flood, or large-scale power outage event, critical infrastructure sites require continuous power and operation to mitigate the risk to our community from service disruptions. Because the city does not own generators large enough to power all critical infrastructure sites and not all locations have permanently installed backup power systems, this equipment is rented ahead of storm events and is not always available. These generators can be deployed as single units or in series, depending on the power/specific operational needs at a facility.

The mobile generators will allow for maximum operational flexibility, mitigate the risk posed by unplanned power outages and will increase the level of protection for areas most in need. These generators will increase levels of protection for key city sites, ensuring continuity of operations to protect life and property for the residents of the City of Sugar Land.

The City of Sugar Land has been awarded a grant of \$830,000.00 to purchase two backup mobile generators for the First Colony Water Treatment Plant and the Riverpark Water Treatment Plant. The Federal award is \$747,000.00 with a 10% local match of \$83,000.

Staff recommends that the City Council approve Resolution No.24-55 to accept this award from the Texas Department of Emergency Management and the authorization of a budget amendment in the amount of \$830,000 to expenditures and revenues.

BUDGET

EXPENDITURE REQUIRED: \$830,000.00

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:TDEM Hazard Mitigation Grant Program

ACCOUNT NUMBER (ORG-OBJ-PROJECT):6019115 -541030

ATTACHMENTS:

	Description	Type
☐	Grant Award - Mobile Generators	Contracts
☐	resolution 24-55	Resolutions

REVIEWERS:

Department	Reviewer
Public Works	Clayton, Katie
Public Works	Clayton, Katie
Legal	Dang, Trisha
Agenda Coordinator	Mendenhall, Linda
Assistant City Manager	May, Jennifer
City Manager	May, Jennifer



City Council Agenda Request

May 6, 2025

Agenda Request No: VII.N.

Agenda of: City Council Meeting

Initiated by: NICOLE SOLIS, Assistant Director of Neighborhood Services

Presented by: Sharee Davis, Civic Arts Manager

Responsible Department: Public Works

Agenda Caption:

Consideration of and action on authorization of a Contract with The Better Block Foundation, in the amount of \$134,750.00, for design and execution services of a creative place making project at 115 and 123 Brooks Street.

Recommended Action:

Authorize the execution of a contract with The Better Block Foundation for the design and execution of placemaking project at 115 & 123 Brooks St in the amount of \$134,750.

Executive Summary:

The City of Sugar Land Civic Arts Division seeks to partner with Better Block to bring an innovative and dynamic placemaking activation to the city of Sugar Land. Better Block is a Dallas-based 501c3 that “educates, equips, and empowers communities and their leaders to reshape and reactivate built environments to promote the growth of healthy and vibrant neighborhoods.” This initiative aligns with the City’s strategic goals of fostering economic vitality, redevelopment, and enhancing public spaces while celebrating Sugar Land’s fresh and creative.

Better Block has a strong track record of implementing public art and placemaking initiatives that foster community engagement and economic development. Previous projects in Dallas, San Antonio, Detroit, Akron, Cleveland, Memphis, Atlanta, Fayetteville, Wichita, and even Tampere, Finland have demonstrated measurable success, increasing pedestrian activity, revitalizing underutilized spaces, and enhancing the city’s cultural and commercial districts.

As part of this contract, Better Block brings extensive experience in community revitalization. Their past successes include the Kenmore Better Block, which transformed an underutilized boulevard by introducing pop-up businesses and street design improvements. This initiative doubled pedestrian activity during the event, led to the formation of a Community Development Corporation (CDC), and contributed to over \$1 million in new physical improvements, with 13 new businesses filling previously vacant storefronts.

Better Block will create a survey to be collected before, during, and after the project that gauges success in terms of business, infrastructure, and social aspects of the project. They will also have counters, sensors, and volunteers onsite collecting data before and during the event to measure its impact in the community. The results of these surveys will be detailed in the final report to inform long-term plans of the area.

Phase 1 May 2025: Project Kickoff & Planning

- Finalize project details and confirm kickoff logistics
- Develop branding, including colors, graphics, and a title
- Build out a project webpage and core marketing materials (flyers, social media graphics, press release)
- Conduct an initial survey to gather community input

Phase 2 May – June 2025: Public Engagement & Design Development

- Launch the project website and begin promoting the initiative
- Hold a kickoff event and design charrette to engage stakeholders
- Release and promote the community survey across all platforms
- Gather survey responses and close the survey
- Present survey findings, initial block map

Phase 3 July 2025: Design Finalization & Logistics

- Develop and present the final design
- Begin permit coordination
- Secure storage space for project materials

Phase 4 August – September 2025: Preparation & Execution

- Installation of operational facilities and infrastructure
- Confirm vendor participation and finalize programming details

Phase 5 October 2025: Ribbon Cutting & Project Recap

- Completion and launch of placemaking site
- Finalize report in Dec 2025 to summarize findings and community impact

Neighborhood Services recommends approval of a contract with Better Blocks for the design and execution of a placemaking project in the amount of \$134,750.

Budget

Expenditure Required: \$134,750

Current Budget: \$153,750

Additional Funding: 0

Funding Source: 4B

Account Number (ORG-OBJ-Project): 2171178-541000

Attachments

1. Better Block Foundation - W-9
2. City of Sugar Land_Better Block Foundation_25-26 Master Cert_4-1-2025_524280482
3. 1.0 Better Block Contract 3-20-25 - PAGE 1 FOR SIGNATURE

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
\$100K to \$999,999.99
(Rev. 3-20-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: Krista Nightengale

Date:

Date: 4/2/25

Title:

Title: Executive Director

Company: Better Block Foundation

MATTER NUMBER: 6302M
APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address: The Better Block Foundation
1723 S. Ewing Ave.
Dallas, TX 75216

Description of Services: For the design and execution of a creative place
making project at 115 and 123 Brooks St, in the
Maximum Contract Amount: amount of \$134,750

Effective Date: \$134,750.00

Termination Date: On the latest of the dates signed by both parties.
See III.C.

Contract Parts: This Contract consists of the following parts:

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

III. Standard Contractual Provisions.



CITY OF SUGAR LAND

TUESDAY, APRIL 22, 2025

POSTED PUBLIC MEETING MINUTES

6:00 PM

Joint City Council and Planning and Zoning Commission Meeting - Council Chamber

QUORUM PRESENT

The City Council and Planning and Zoning Commission meetings started at 6:03 p.m.

All members of the City Council and the Planning and Zoning Commission were Present.

I. ATTENTION

A. Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through videoconferencing 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. WORKSHOP - JOINT

A. Review of and discussion on a proposed Redevelopment Concept Plan for Lake Pointe Green.

Ruth Lohmer, Redevelopment Planning Manager and Frank Liu, Lovett

Ruth Lohmer, Redevelopment Planning Manager and Frank Liu, Lovett, gave a

presentation, made comments, and answered questions from the Council and Commission.

III. CLOSED EXECUTIVE SESSION - CITY COUNCIL

- 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.

Devon Rodriguez, Director of Redevelopment

RECESS: Mayor Zimmerman recessed the City Council meeting into closed executive session at 7:26 p.m.

IV. ADJOURNMENT

The Planning and Zoning Commission meeting adjourned at 7:26 p.m.

The City Council meeting adjourned into closed executive session at 7:26 p.m.

THE CITY COUNCIL AND PLANNING & ZONING COMMISSION 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 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING TIME. REASONABLE ACCOMMODATIONS WILL BE MADE TO ASSIST YOUR NEEDS.

Linda Mendenhall, City Clerk





PLANNING AND ZONING COMMISSION

MINUTES

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

THURSDAY, APRIL 24, 2025

PLANNING AND ZONING COMMISSION

COUNCIL CHAMBER

6:30 PM

QUORUM PRESENT

The Planning and Zoning Commission meeting started at 6:34 p.m.
All members were present except for Commissioner Sapana Patel.

I. ATTENTION

A. Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through videoconferencing 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 Cable Subscribers can also tune-in on Channel 16.

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

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

No members of the public addressed the Commission.

III. MINUTES

- A. Consideration of and action on the minutes of the April 8, 2025 meeting.
Linda Mendenhall, City Clerk

A motion to **Approve**, Item III-A, Approval of the minutes of the April 8, 2025 meeting., was made by Taylor Landin and seconded by Mary Smith, the motion **Passed**.

Ayes: Brown, Caligur, Dawood, Halbrook, Landin, Parikh, Smith

Absent: Patel

IV. FACT, FINDINGS AND RECOMMENDATION

- A. Consideration of and action on a recommendation for the proposed one-year extension of Ordinance No. 2305 for The Pearl at Lake Pointe Planned Development District - Final Development Plan, to the Members of City Council.

Jessica Echols, Senior Planner

Jessica Echols, Senior Planner gave a presentation, made comments and answered questions from the Commission

A motion to **Approve**, Item IV-A, Approval of a recommendation of approval for a one-year extension request for The Pearl at Lake Pointe Planned Development District - Final Development Plan (Ordinance No. 2305) to Members of City Council., was made by Taylor Landin and seconded by Matthew Caligur, the motion **Passed**.

Ayes: Brown, Caligur, Dawood, Halbrook, Landin, Parikh, Smith

Absent: Patel

V. SUBDIVISION PLAT

- A. Consideration of and action on the Del Webb Sugar Land at Ryehill Section One Preliminary Plat.

Jessica Echols, Senior Planner

Jessica Echols, Senior Planner gave a presentation, made comments and answered questions from the Commission

A motion to **Approve**, Item V-A, Approval of the Del Webb Sugar Land at Ryehill Section One Preliminary Plat., was made by Taylor Landin and seconded by Matthew Caligur, the motion **Passed**.

Ayes: Brown, Caligur, Dawood, Halbrook, Landin, Parikh, Smith

Absent: Patel

VI. REPORTS

A. Planning and Zoning Commission Liaison Report

- City Council Meeting April 15, 2025

Commissioner Fareena Dawood attended and reported on the April 15, 2025 City Council Meeting.

B. City Staff Report

- Calendar of Scheduled Meeting and Events

Jessica Rodriguez, Assistant Director of Planning & Development Services reported on upcoming scheduled meetings and events.

VII. ADJOURNMENT

A motion to **Approve**, Adjournment at 6:51 p.m., was made by Taylor Landin and seconded by Chuck Brown, the motion **Passed**.

Ayes: Brown, Caligur, Dawood, Halbrook, Landin, Parikh, Smith

Absent: Patel

Linda Mendenhall, City Clerk





City Council Agenda Request May 6, 2025

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: NICOLE SOLIS, Assistant Director of Neighborhood Services

Presented by: Nicole Guevara, Assistant Director of Neighborhood Services

Responsible Department: Public Works

Agenda Caption:

Consideration of and action on acceptance of monetary donations, in the amount of \$12,000.00, for 2025 Lend a Hand Sugar Land; and authorization of a Budget Amendment, in the amount of \$12,000.00 to revenues and expenditures.

Recommended Action:

Recognition and acceptance of monetary sponsorship for 2025 Lend a Hand Sugar Land and authorize a Budget Amendment to increase both revenues and expenditures by \$12,000.

Executive Summary:

On Saturday, April 12, 2025, the City of Sugar Land, in partnership with Fort Bend Habitat for Humanity, hosted its inaugural "Lend a Hand, Sugar Land" community service event, bringing together residents, city staff, businesses and local organizations for a day of volunteer-driven projects aimed at enhancing neighborhoods. Volunteers engaged in various tasks, including yard work, pressure washing, painting, cleanup, minor repairs, and address markings, all designed to improve safety, accessibility, and curb appeal for community members requiring assistance.

This event was made possible by the support of our local business community, who gave both monetary and in-kind donations.

Geico Sugar Land - Premier Sponsor	\$7500
Pierce Built Homes	\$4500
Republic Services	\$2500 in-kind
Lowe's	\$2500 in-kind
Big Frog Sugar Land	\$528 in-kind

In total, the City received \$12,000 in monetary sponsorships and \$5,528 in in-kind sponsorships.

Neighborhood Services recommends that the City Council accept monetary sponsorships totaling \$12,000 and authorize a Budget Amendment to increase both revenues and expenditures by \$12,000.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: Sponsorship revenue

Account Number (ORG-OBJ-Project): 1016999-414005

Attachments

None



City Council Agenda Request May 6, 2025

Agenda Request No: IX.A.

Agenda of: City Council Meeting

Initiated by: Tracey Siu, Fire/EMS Administrator

Presented by: Mark Campise, Chief of Fire-EMS

Responsible Department: Fire

Agenda Caption:

Consideration of and action on authorization of a Contract with Metro Fire Apparatus Specialists, Inc., in the amount of \$1,173,346.00 through the Houston-Galveston Area Council Cooperative Purchasing Contract No. FS12-23, for the purchase of a Spartan S-180 Model 3106 Pumper for the Fire Department.

Recommended Action:

The Sugar Land Fire Department recommends that City Council authorize the purchase of one Spartan S-180 Model 3106 Pumper on a Metro Star chassis from Metro Fire Apparatus Specialists, Inc., utilizing H-GAC Contract No. FS12-23, in an amount not to exceed \$1,173,346.00. Funding for this acquisition is available through Capital Improvement Project CMU2505.

Executive Summary:

The Sugar Land Fire Department, in collaboration with the Fleet Division, has identified a Spartan S-180 Model 3106 Pumper, built on a Metro Star chassis, for replacement of an aging fire apparatus. This acquisition is funded through the 2024 General Obligation Bond, with delivery anticipated in late 2025.

In alignment with the City of Sugar Land's fire apparatus replacement policy—which outlines 15 years of frontline service followed by 5 years in reserve—the new pumper will be deployed as a frontline unit upon delivery. The apparatus it replaces will transition to reserve status, continuing its service in a backup capacity.

The purchase includes all necessary associated equipment and "make-ready" costs required to fully equip and prepare the vehicle for immediate deployment as a frontline response unit. The new pumper will be procured through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. The City of Sugar Land participates in cooperative agreements with governmental purchasing organizations to maximize value through shared purchasing power. All contracts under H-GAC are competitively bid and awarded in compliance with Texas

state procurement laws and regulations, ensuring fiscal responsibility and regulatory compliance.

The Sugar Land Fire Department recommends that City Council authorize the purchase of one Spartan S-180 Model 3106 Pumper on a Metro Star chassis from Metro Fire Apparatus Specialists, Inc., utilizing H-GAC Contract No. FS12-23, in an amount not to exceed \$1,173,346.00. Funding for this acquisition is available through Capital Improvement Project CMU2505.

Budget

Expenditure Required: \$1,173,346.00

Current Budget: \$1,173,346.00

Additional Funding: N/A

Funding Source: Capital Improvement Project CMU2505

Account Number (ORG-OBJ-Project): Capital Improvement Project CMU2505

Attachments

1. HB-89 - Verification MFAS
2. SB-13 MFAS
3. SB-19 MFAS
4. Sugar Land HGAC Pricing Worksheet - Final
5. Form 1295 Certificate 101357516 (SUGARLAND)



City Council Agenda Request

May 6, 2025

Agenda Request No: IX.B.

Agenda of: City Council Meeting

Initiated by: Tracey Siu, Fire/EMS Administrator

Presented by: Mark Campise, Chief of Fire-EMS

Responsible Department: Fire

Agenda Caption:

Consideration of and action on authorization of a Contract with Siddons Martin Emergency Group LLC, in the amount of \$2,096,592.00 through the Houston-Galveston Area Council Cooperative Purchasing Contract No. FS12-23, for the purchase of a Pierce Enforcer Ascendant 107' Aerial Ladder for the Fire Department.

Recommended Action:

The Sugar Land Fire Department recommends that the City Council authorize the purchase of the new Pierce 107' Tandem Axle Ascendant Ladder Truck through Siddons Martin Emergency Group, LLC, utilizing H-GAC Contract No. FS12-23 in the amount of \$2,096,592.00.

Executive Summary:

The Sugar Land Fire Department, in partnership with the Fleet Division, has identified the Pierce Enforcer Ascendant 107' Aerial Ladder Truck for replacement of an aging apparatus. The acquisition is funded through the 2024 General Obligation Bond, with delivery expected in early 2026.

In accordance with the City of Sugar Land's fire apparatus replacement schedule—which allocates 15 years for frontline service followed by 5 years in reserve—the new apparatus will enter frontline service upon delivery. The current frontline ladder truck will transition to reserve status, allowing for the retirement of the 2007 Pierce 75' Ladder Truck, which has reached the end of its operational life due to age and cost of mechanical maintenance.

This purchase includes all necessary associated equipment and “make-ready” costs required to fully equip and deploy the unit as a frontline aerial apparatus. The new ladder truck will be procured through the Houston-Galveston Area Council (H-GAC) cooperative purchasing agreement. The City of Sugar Land participates in cooperative agreements through governmental purchasing organizations, which leverage the collective buying power of participating entities. All contracts under these agreements are competitively bid and awarded in full compliance with applicable state procurement laws and regulations.

The Sugar Land Fire Department recommends that the City Council authorize the purchase of the new Pierce 107' Tandem Axle Ascendant Ladder Truck through Siddons Martin Emergency Group, LLC, utilizing H-GAC Contract No. FS12-23 in the amount of \$2,096,592.00. Budgeted funding for this purchase is available through Capital Improvement Project CMU2505.

Budget

Expenditure Required: \$2,096,592.00

Current Budget: \$2,096,592.00

Additional Funding: N/A

Funding Source: CMU2505

Account Number (ORG-OBJ-Project): CMU2505

Attachments

1. Form 1295 Certificate 101355670 (SIGNED)
2. HB-89 - Verification SIGNED
3. SB-13 (STATE OF TEXAS SENATE BILL 13 VERIFICATION) Form
4. SB-19 (STATE OF TEXAS SENATE BILL 19 VERIFICATION) Form
5. 43981 SugarLand_107_Tandem_Proposal_Letter



City Council Agenda Request May 6, 2025

Agenda Request No: IX.C.

Agenda of: City Council Meeting

Initiated by: Lisa Kocich-Meyer, Director of Planning & Development Services

Presented by: Lisa Kocich-Meyer, Director of Planning & Development Services, Katie Clayton, Director of Utilities

Responsible Department: Planning and Development Services

Agenda Caption:

Consideration of and action on authorization of Amendment No. 1 to Amended and Restated Development Agreement with Pulte Homes of Texas LP.

Recommended Action:

Approve execution of the First Amendment to the Amended & Restated Development Agreement between the City of Sugar Land and Pulte Homes of Texas, L.P.

Executive Summary:

Development Agreement

On December 5, 2023, the City and Pulte Homes of Texas, L.P. entered into a Development Agreement pertaining to approximately 958.46 acres of land for the development of Ryehill – a master-planned community containing residential single-family, a Del Webb 55+ community, recreational amenities, as well as a 60-acre commercial flex tract.

On January 16, 2024, City Council approved an Amended and Restated Development Agreement by and between the City of Sugar Land and Pulte Homes of Texas, L.P. to reflect that Jen Texas would be serving as the landbanker for 896.76 acres of the property and outlining the rights and obligations associated with the ownership of the property.

Since the approval of the Development Agreement, in 2024 City Council approved the inclusion of 746.63 acres into the City's ETJ, consented to the creation of MUD 269 for the Ryehill development, approved the Utility Services Agreement for Water, Wastewater and Reclaimed Water supply, purchased approximately 45 acres of land for future regional water and wastewater plants to serve the Ryehill development and approved authorization of the Fire Protection Agreement.

In late 2024, MUD 269 (District) entered into water interconnect agreements with Plantation MUD (Tara) and Quadvest (Bridlewood) for the provision of temporary water to serve the Ryehill development while the City's regional plants are being constructed. The original Development Agreement included a provision allowing the District to construct a temporary water plant to serve the development until the regional plants were operational. With the District entering into the separate interconnect agreements,

there was a need to update and amend the Development Agreement. Additionally, Pulte requested modifications to a few other provisions, and City staff identified other clarifications that were needed as well.

The Development Agreement is being amended to:

- (1) Add provisions for platting and timing of vertical construction of certain sections of the development.
- (2) Modify the list of acceptable exterior building finish materials and allow houses to have 100% of the exterior be siding in the Del Webb sections of the development and up to 25% of the remaining residential development areas.
- (3) Modify procedures for permitting and inspection of Model Homes and other non-residential private improvements.
- (4) Reflect the separate Interim Water Supply Agreements between MUD 269 and Plantation MUD and Quadvest, outline the terms and operational responsibilities during the use of these temporary water supplies, and add the Interim Agreements as exhibits (Exhibit I) to the Development Agreement.
- (5) Revise the date for the City reimbursement of design fees for the regional water and wastewater plants.
- (6) Clarify sidewalk ownership and maintenance responsibilities within the development and compliance with the City's Design Standards.

Utility Services Agreement

On May 7, 2024, City Council approved the authorization of the Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract between the City and Pulte Homes of Texas, LP (Utility Services Agreement). The Utility Services Agreement was an exhibit to the original and Amended and Restated Development Agreement and outlines the details for the water, wastewater, and reclaimed services to be provided by the City to the property on a permanent retail basis, including terms and responsibilities for construction of interim and permanent regional facilities.

The amendments to the Utility Services Agreement are being made to align with the amended Development Agreement as a result of the updated interim water provisions and timing of the regional water and wastewater plant construction. A provision is also being added to outline the District's responsibilities for any oversizing of a storm drain line on the City's water plant site to serve the Flex tract north of FM 2759.

Consideration of the amendment to the Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract is a separate item on the May 6, 2025 City Council agenda.

Intergovernmental Subcommittee Review

The amendments were reviewed with the City Council Intergovernmental Subcommittee in March and April 2025 and the Subcommittee provided feedback on several terms of the amendment, including revisions to the building finish modifications and timing of construction in relation to platting.

Attached to this item are the revised agreements reflecting the changes outlined above for the:

- (1) First Amendment to the Amended and Restated Development Agreement between the City of Sugar Land and Pulte Homes of Texas, L.P., including additions to Exhibit I with the Interim Water Supply Agreements between MUD 269 and Quadvest and Plantation MUD; and
- (2) First Amendment to the Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract between the City of Sugar Land and Pulte Homes of Texas, L.P., including the addition of

Exhibit E - Storm Drain Line.

Staff recommends approval of the execution of the First Amendment to the Amended and Restated Development Agreement between the City of Sugar Land and Pulte Homes of Texas, L.P. (Ryehill).

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. First Amendment to Amended and Restated Development Agreement between the City of Sugar Land and Pulte Homes of Texas, LP
2. Exhibit I - Interim Water Supply Emergency Interconnect Agreement (Plantation_FBC MUD 269)_Executed
3. Exhibit I - First Amendment Quadvest Interim and Emergency Water Supply AgreementFinal

**FIRST AMENDMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "Amendment"), is made and entered into as of the latest of the dates signed by the parties hereto (the "Effective Date"), by and between the CITY OF SUGAR LAND, TEXAS, a home rule municipal corporation (the "City") and PULTE HOMES OF TEXAS, L.P., a Texas limited partnership (the "Developer").

RECITALS

WHEREAS, the City and Developer entered into that certain Amended and Restated Development Agreement dated January 6, 2024 (the "Original Agreement"); and

WHEREAS, the City and the Developer desire to amend the Original Agreement as stated herein; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Developer agree as follows:

Section 1. Article I

A. Section 1.02 is amended to add the following exhibits to Exhibit "I":

Exhibit I	Interim Water Supply Agreements Quadvest Interim Water Supply Agreement (First Amendment and Original) Plantation MUD Interim Water Supply Service And Emergency Water Interconnect Agreement
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Section 2. Article II

A. Section 2.05 shall be added as follows:

Section 2.05 Platting. The Developer is required to plat any subdivision of the Property in accordance with the requirements of the City Development Code except as set forth in this Agreement. As to Ryehill Sections 1 , 2A, and Ryehill Del Webb Section 1 only, the Developer may commence construction of private improvements, including single family residential private

improvements upon: (1) approval by the City of a preliminary plat, however, no certificate of occupancy shall be issued by the City until the City has approved a final plat for the applicable section in which the private improvement is located, and such plat has been recorded; and (2) the public improvements have been constructed and accepted by the City. All drainage facilities must be shown on an approved and recorded final plat, provided that a certificate of occupancy may be issued prior to an approved and recorded final plat for the drainage facilities. Drainage facilities must be fully platted no later than platting of the last adjacent or abutting section. Construction of public improvements, may commence after City approval of a preliminary plat and public infrastructure construction plans (provided that drainage facilities owned and maintained by the District may commence prior to platting as set forth herein.)

Section 3. Article III-

A. Section 3.01 (b) shall be deleted and replaced as follows:

(b) For single-family residential housing units within the Property, the following guidelines shall apply: (a) acceptable exterior building finish materials shall include brick, stucco board, stone or siding treatment that is LP Smart siding or equivalent in quality and durability; and (b) a minimum two (2) car garage will be constructed. Residences in the Del Webb community shall be permitted to have 100% of the exterior be siding. For all other residences located outside the Del Webb community but in the development, 75 percent of the single family homes shall have exterior building finish materials utilizing brick, stucco board or stone on three (3) sides of the first floor.

B. The last sentence of Section 3.05(a) is amended to read as follows and add additional language:

Model homes may be occupied for the sole purpose of sales and marketing and a certificate of occupancy will be obtained from the City for that use, and Developer will follow all City ordinances, rules, and regulations regarding the same, including all permitting and inspections requirements. No model home may be sold to, or occupied by, an Ultimate Consumer until another certificate of occupancy has been issued for a residential use once the home is no longer used as a sales office.

C. Section 3.05(b) shall be amended to add the following sentence at the end:

For purposes of this section, non-residential private improvements shall include community centers, common areas, and other facilities and improvements designated

for use by residents and owned or operated by the District or the relevant homeowners' association.

D. Section 3.06 (c) shall be deleted and replaced as follows:

(c) Subject to the Plantation MUD Agreement (defined further below), the City shall be the retail provider of water supply services, wastewater services, and reclaimed water supply services to the Ultimate Consumers. The rates for such services shall be equal to the rates charged to in-city customers. During the period that the Plantation MUD is providing Interim Water (as defined in the Plantation MUD Agreement) to Ultimate Consumers, the City will be responsible for reading public customer meters (but not the interconnect meter), billing, and collecting payment from the Ultimate Consumers. The City will remit up to 55% of the funds collected from Ultimate Consumers to the District for reimbursement to Plantation MUD. The funds retained by the City will be used to cover its costs related to water distribution, operation and maintenance, billing, and administration. The District shall be responsible for using the funds remitted by the City to reimburse Plantation MUD for the Interim Water utilized by Ultimate Consumers, and the District shall be responsible for paying to Plantation MUD the difference between the amount billed by Plantation MUD for the Interim Water and the amount remitted by the City for the Interim Water used by Ultimate Consumers.

E. Section 3.11(b) shall be amended to delete the first sentence and add the following sentences:

The City shall reimburse Developer for the design fees for the Regional Improvements by June 30, 2025, to the extent such fees have been incurred by Developer. If any portion of the design remains incomplete by that date, and additional design fees will be incurred by Developer, the City shall reimburse the Developer within thirty (30) days of receiving an invoice for the additional fees actually incurred by Developer.

F. Article III shall be amended to add the following:

Section 3.15. Temporary Water Supply. Developer may obtain temporary water from (i) Quadvest LP solely for construction water pursuant to the terms of that certain Interim and Emergency Interconnect Agreement, as amended by that certain First Amendment to Interim Interconnect Agreement (collectively the "Quadvest Agreement") attached hereto as Exhibit "I"; and (ii) Plantation MUD for interim water to serve a maximum of 500 connections pursuant to the terms of that certain Interim and Emergency Interconnect Agreement (the "Plantation MUD Agreement") attached hereto as Exhibit "I"). The interconnect provided under the Quadvest Agreement shall at no point be connected to the City's system. Developer agrees to disconnect the valve for the interconnect with Quadvest and any related facilities once the Regional Facilities are complete. The Plantation MUD interconnect can remain for emergency purposes. Developer and/or the District shall be responsible for all payments due to Quadvest LP pursuant to the Quadvest Agreement. The District will hire an Operator for purposes of reading the interconnect

meter with Planation MUD, who will not be the City. The District's Operator will provide monthly reports to the City, providing usage data and connection counts.

G. Article III shall be amended to add the following:

Section 3.16. Emergency Water. The parties acknowledge that the City has an agreement with the Plantation MUD for the provision of emergency water that predates and supersedes the Plantation MUD Agreement referenced herein.

H. Article III shall be amended to add the following:

Section 3.17. Sidewalks. Developer shall construct sidewalks in accordance with City regulations, ordinances, rules, including the City's Design Standards and Development Code. For purposes of this Agreement, sidewalks shall not be considered public infrastructure. All common area sidewalks shall be owned and maintained by the relevant homeowners' association in perpetuity. All sidewalks on a single family lot shall be owned and maintained by the individual homeowner until such time as the Property is annexed into the corporate boundaries of the City. Any trees planted between a curb and sidewalk must be done in accordance with the City's Design Standards for trees.

Section 4. Ratification.

The parties ratify the Amendment and confirm it is a valid agreement presently enforceable against the parties in accordance with its terms. The parties are not aware of any default by any party to the Original Agreement. Except as revised hereby, the Original Agreement shall continue in effect as written.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of equal dignity, as of the Effective Date.

[REMAINDER OF THIS PAGE SHALL REMAIN BLANK]

CITY:

CITY OF SUGAR LAND, TEXAS

ATTEST:

Linda Mendenhall, City Clerk
APPROVED AS TO FORM:

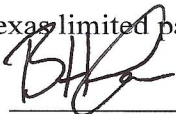
Joe R. Zimmerman, Mayor

By: _____
Meredith Riede, City Attorney

DEVELOPER:

PULTE HOMES OF TEXAS, L.P.

A Texas limited partnership

By:  _____

Name: BRYAN HAHN

Title: VP OF LAND ACQUISITION

INTERIM WATER SUPPLY SERVICE AND EMERGENCY WATER INTERCONNECT AGREEMENT

This **INTERIM WATER SUPPLY SERVICE AND EMERGENCY WATER INTERCONNECT AGREEMENT** (this “Agreement”) is made and entered into as of the 16th day of December, 2024, by and between **PLANTATION MUNICIPAL UTILITY DISTRICT**, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended (“Plantation MUD”) and **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 269**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended (“MUD 269”).

RECITALS

MUD 269 was created over an approximately 960.4 acre tract of land more fully described in **Exhibit A** attached hereto that is located adjacent to Plantation MUD (the “Tract”). MUD 269 was subsequently subdivided into Fort Bend County Municipal Utility Districts Nos. 269, 269A and 269B and serves as the Master District for all three districts in providing master district facilities relating to water supply, wastewater treatment conveyance and regional detention improvements for the Tract.

MUD 269 has contracted with the City of Sugar Land (the “City”) to design, construct or acquire capacity in a water production and distribution system to serve the Tract, but requires 500 equivalent single family connections based on 455 gallons per day per connection (“ESFCs”) of interim water supply (the “Interim Water”) to serve the Tract while MUD 269 and/or the City constructs the water production facilities.

Plantation MUD is willing to provide the Interim Water to MUD 269 on the terms and conditions set forth in this Agreement.

Plantation MUD and MUD 269 (individually, a “Party” and, collectively, the “Parties”) also desire to obtain a supply of potable water for use during emergency situations, as defined herein. The Parties are willing to provide such emergency service under the terms and conditions contained herein.

AGREEMENT

For and in consideration of the mutual promises, obligations, and benefits set forth herein, Plantation MUD and MUD 269 hereby contract and agree as follows:

Section 1: Definitions.

“Emergency” means any mechanical or electrical failure, repair or maintenance of either the Plantation MUD Water System or the MUD 269 Water System (once same is operational), or

any act of nature that results in either Party being unable to produce or supply its customers with fifty percent (50%) or more of the productive capacity of a Party's water supply system, or a fire occurring in either Party's water supply system area that requires immediate use of the other Party's water system for firefighting purposes and activities related thereto.

"Facilities" means (i) the Water Line, and (ii) the connection, 12-inch valves, two-way flow meter and meter vault with and a valve box with a locking mechanism located at the Point of Interconnect.

"Interim Term" means the time period ending on December 31, 2026, unless otherwise expressly agreed to in writing by the Parties.

"Plantation MUD Engineer" means Quiddity Engineering, LLC or such other consulting engineer as Plantation MUD may engage from time to time.

"MUD 269 Engineer" means Pape Dawson Engineers., or such other consulting engineer as MUD 269 may engage from time to time.

"Plantation MUD Operator" means Si Environmental, LLC, or such other operating services company as Plantation MUD may engage from time to time.

"MUD 269 Operator" means the City or such other operating services company as MUD 269 may engage from time to time.

"Plantation MUD Water System" means Plantation MUD Water supply and distribution system.

"MUD 269 Water System" means MUD 269's Water supply and distribution system.

"Point of Interconnect" means the location of the 12-inch valve and meter vault as shown on **Exhibit B** attached hereto.

"Rate Order" means Plantation MUD's Rate Order, as such may be amended from time to time in the sole discretion of Plantation MUD's Board of Directors.

"Service Amount" means the amount defined in Section 2.

"Temporary Period" means a period not to exceed thirty (30) days, unless otherwise agreed to in writing by the Parties.

"Water" means potable water meeting the minimum drinking water standards for human consumption and other domestic use established by all regulatory agencies with jurisdiction.

"Water Line" means the water line shown on **Exhibit B** attached hereto from the Point of Interconnect.

Section 2: Interim Water Service. During the Interim Term, Plantation MUD shall provide Water supply service in the amount of 500 ESFCs to the Tract (such amount of utility

service herein being collectively called the "Service Amount"). Except as may be agreed by the Parties, Plantation MUD will provide no more than the Service Amount to the Tract which Service Amount may only be used by MUD 269 to serve the Tract. Any consistent Water service to the Tract in excess of the Service Amount may result in a surcharge in an additional charge of \$0.05 per gallon of Water used in excess of the Service Amount. Plantation MUD will provide Water service to the Tract to the same extent as provided other customers of Plantation MUD. Plantation MUD cannot and does not guarantee uninterrupted service, but agrees to take all reasonable measures to provide the Service Amount to MUD 269. At any time during the Interim Term, MUD 269 may request and, upon such request Plantation MUD shall in good faith consider, up to a twelve (12) month extension of the Interim Term.

Section 3: Location of Point of Interconnect. Water service during the Interim Term shall be provided by Plantation MUD to MUD 269 at the Point of Interconnect generally located at the intersection of Tara Plantation Drive and FM 2759 at which point title to water shall pass to MUD 269. Notwithstanding the preceding sentence, the current Point of Interconnect is acceptable to the Plantation MUD Engineer, but may be changed in the future in the sole determination of the Plantation MUD Engineer. As a condition to any such change, however, Plantation MUD shall (a) at least forty-five (45) days in advance of the relocation, provide notice of and a copy of the plans for any relocation to the MUD 269 Engineer for review and comment, (b) install any lines and facilities necessary to provide Water service to the Tract at the relocated Point(s) of Interconnect in dedicated easements for such purposes and at Plantation MUD's sole cost and expense, and (c) reimburse MUD 269 for any costs incurred by MUD 269 to reconfigure or reconnect its water facilities within or outside the Tract to the relocated Point(s) of Interconnect.

Section 4: Design and Construction of Facilities and Final Inspection. MUD 269 shall be responsible for the design and construction of the Facilities, the 8" water line identified in Exhibit "C" (the "Plantation MUD Water Line Replacement"), and any other facilities required to provide Water service to the Tract from the Point of Interconnect, which Facilities and Plantation MUD Water Line Replacement shall be designed by a registered, professional engineer. References to design or construction of the Facilities include any repair, alteration, replacement or other change to existing or future Facilities. Except as otherwise provided in Section 3, MUD 269 shall pay all costs relating to design and construction of the Facilities and the Plantation MUD Water Line Replacement, including permits, inspections, and rights-of-way, without reimbursement from Plantation MUD. Prior to commencing construction of the Facilities and the Plantation MUD Water Line Replacement or any repair, alteration, replacement, or other change to existing Facilities, MUD 269 must obtain written approval of the plans and specifications for the Facilities and Plantation MUD Water Line Replacement from the Plantation MUD Engineer, which approval shall not be unreasonably withheld or delayed, as well as any other regulatory authorities with jurisdiction. Any of the Facilities or Plantation MUD Water Line Replacement required to be constructed shall be placed in public rights of way or easements so that Plantation MUD will have access to such Facilities. Upon completion of the Facilities and the Plantation MUD Water Line Replacement, the Plantation MUD Engineer shall inspect and approve the Facilities and the Plantation MUD Water Line Replacement prior to the initial use and operation thereof, which approval shall not be unreasonably withheld. In addition, one set of "Record Drawings" and a certification by the MUD 269 Engineer that such Facilities were built in accordance with the approved plans and specifications and as indicated in the aforementioned Record Drawings, shall be provided to Plantation MUD. In addition, prior to completion of the

Plantation MUD Water Line Replacement, MUD 269 shall convey the Plantation MUD Water Line Replacement to Planation MUD in a form reasonably accepted by the Parties.

Any actual connection of the Facilities to Plantation MUD Water System, including the connection of the Facilities at the Point of Interconnect, must be made only by the Plantation MUD Operator, at MUD 269's expense, in compliance with Plantation MUD's rules and regulations (including but not limited to the Rate Order), as such rules and regulations may be amended from time to time in the sole discretion of Plantation MUD's Board of Directors, as well as with all applicable federal, state, and local rules and regulations. No other parties, other than MUD 269, shall be allowed to tie into the Point of Interconnect.

Section 5: Operation and Maintenance Responsibility. MUD 269 will perform all reasonably required operations, maintenance, and repair of the Facilities at its cost. All Facilities shall be kept in good repair and operating condition by MUD 269. Plantation MUD shall have the right, but not the obligation, to repair the Facilities, and bill MUD 269 for such repair, if the Facilities need repair and MUD 269 does not repair them in a reasonable time after written notice from Plantation MUD. Any amounts due under this section and unpaid shall bear interest from the date of delinquency at the rate of ten percent per annum until paid.

Section 6: Measurement of Water Delivered. The MUD 269 Operator shall provide the Plantation MUD Operator with the number of active Water ESFCs being served by MUD 269 on a monthly basis and no later than the 5th day of every month. The Plantation MUD Operator shall read the meter monthly to determine the total amount of Water delivered by Plantation MUD to MUD 269 and shall report such amounts to Plantation MUD (each, an "Interconnect Meter Report").

Section 7: Monthly Fee for Interim Water Service. During the Interim Term, MUD 269 shall be charged a monthly fee by Plantation MUD equal to (x) the total amount of water delivered to MUD 269 for the preceding month as set forth in the applicable Interconnect Report, divided by (y) the total number of active Water ESFCs served by MUD 269 for such month, multiplied by (z) a service rate of 1.5 times the service rate for in-district residential customers set forth in the Rate Order (each, a "Monthly Fee"). In addition, the Monthly Fee shall include any applicable fees for the City's Groundwater Reduction Plan imposed by the District on its customers for each 1,000 gallons of water delivered to MUD 269, as set forth in the Rate Order. The Monthly Fee shall also include a \$250/month administration fee to cover Plantation MUD's cost and expenses in administering the monthly bill and preparing the Interconnect Meter Report. Monthly Fees will be due and payable to Plantation MUD in accordance with the terms of the Rate Order, but in no case earlier than the date provided by Section 2251.021 of the Texas Government Code, as amended (or any successor provision), and shall begin to accrue for the month in which MUD 269 begins receiving Water from Plantation MUD. Any delinquency in amounts due to Plantation MUD shall be subject to the same penalty, deposit, fees, and/or interest to which a delinquent account located within Plantation MUD would be subject, but in no case in excess of a rate calculated pursuant to the provisions of Section 2251.025 of the Texas Government Code, as amended (or any successor provision), including termination of service in accordance with the provisions set forth in this Agreement and in the Rate Order.

Section 8: Termination of Interim Water Service. MUD 269 understands and agrees that Plantation MUD retains its right to terminate Water service for nonpayment, after providing at least sixty (60) days' prior written notice and an opportunity to cure, but otherwise in accordance with provisions of this Agreement and the Rate Order. After any termination of MUD 269's Water service pursuant to the previous sentence, upon MUD 269's payment to Plantation MUD of all amounts due, Plantation MUD will immediately reinstate MUD 269's Water service in accordance with the provisions of this Agreement and the Rate Order.

Section 9: Condition of Plantation MUD's Obligation to Provide Interim Water Service. Plantation MUD's obligation to deliver interim Water service as provided herein shall be subject to all present and future laws, orders, rules, and regulations of the United States of America, the State of Texas, Plantation MUD (including the Rate Order), and any other regulatory body having or acquiring jurisdiction; provided, however, that in the event of a conflict between this Agreement and Plantation MUD's orders, rules, or regulations, including the Rate Order, the provisions of this Agreement shall control. In addition, Plantation MUD reserves the right to amend its Rate Order at any time, and the obligations of MUD 269 to comply therewith, or to make payments thereunder, shall not be conditioned upon notification of any such changes; provided that (a) Plantation MUD will maintain a current copy of its Rate Order in its files and will make it available for inspection to MUD 269 at any reasonable time, and (b) as long as this Agreement is in effect and MUD 269 is in compliance with the terms and conditions provided herein, Plantation MUD will not modify the Rate Order in a manner that unreasonably discriminates against or treats MUD 269 differently than any other users outside of Plantation MUD's boundaries.

Section 10: Emergency Water Supply. Upon expiration of the Initial Term, the Parties agree that the Point of Interconnect shall thereafter be used as an emergency Water interconnect between the Parties, in accordance with the terms of this Section 10.

(a) **Normal Operations.** During normal operating conditions of the Plantation MUD Water System and the MUD 269 Water System, Water will be prevented from flowing through the Point of Interconnect and no Water will be delivered by either Party to the other. In the event that either Party wishes to draw Water through the Point of Interconnect without an Emergency, it may do so only with the written consent of the supplying district.

(b) **Emergency Supply.** During an Emergency, the Party experiencing the Emergency may open a valve or valves at the Point of Interconnect and be supplied Water by the other Party, but only after providing notice of the Emergency to the operator for the other Party (provided that, when the Emergency is a fire, the valve may be opened prior to such notice but notice must be given to the other Party's operator at the earliest practicable time). Notice required to be given to the operator of the Party supplying Water hereunder may be given to such Party's engineer if such Party's operator is unavailable to receive such notice, and may be given to the Party's attorney if such operator and engineer are both unavailable to receive such notice. Such notice shall include a description of the cause of the Emergency and the expected duration thereof. Each Party will provide the other with the names, addresses, and telephone numbers of its operator, engineer and attorney for the purposes of giving notice hereunder. Use of the interconnection facilities shall be confirmed in writing by the Party receiving Water to the Party supplying Water hereunder within 24 hours after the valve or valves are opened. The Party experiencing the Emergency may continue to receive Water during the continuation of the Emergency without prior approval of the supplying

Party; provided that neither Party shall be obligated to supply Water hereunder for longer than a Temporary Period, unless the Parties agree to a longer period in writing, and neither Party shall be obligated to supply Water hereunder in such amounts or under such circumstances as will impair the supplying Party's ability to serve its own customers (including customers to whom the supplying Party is supplying Water on an emergency basis). If the supplying Party determines to provide Water through the interconnection facilities for a period longer than a Temporary Period, a written agreement between the Parties shall provide for the period of service with said agreement to be entered into prior to the end of the Temporary Period or the then-effective extension period. The obligation of either Party to deliver Water to the other shall run only to the Parties and shall in no event create any obligation to or duty toward any other party or any customer of the Parties hereto.

(c) Simultaneous Emergencies. Neither Party shall be obligated to supply Water pursuant to this Agreement if an Emergency exists for that Party. Consequently, during a period of simultaneous Emergencies, neither Party shall be obligated to deliver Water to the other, but may do so pursuant to mutual agreement.

(d) Other Water Supply Agreements. Either Party may enter into additional water supply agreements with other persons, companies, corporations, partnerships or political subdivisions of the State of Texas or any other entity; provided, however, that both Parties covenant and agree that they will not so agree with others to such an extent as to impair their ability to perform fully and punctually their obligations under this Agreement.

(e) Payment.

1. Except as hereinafter set forth, during a Temporary Period, the price to be paid for Water delivered pursuant to this Agreement during an Emergency shall be at the rate of \$1.50 per 1,000 gallons, plus all associated pumpage and regulatory fees per 1,000 gallons charged by the, the City or other regulatory agency for water usage or pumpage to the supplying Party. Notwithstanding the foregoing, in the event that the supplying Party purchased all or a portion of the Water supplied during such Emergency from a third party due to an inability of such supplying Party to meet the Water demand of its customers and the receiving Party solely through utilization of its own Water production facilities, the receiving Party shall pay the supplying Party for Water received an amount equal to the rate paid by the supplying Party for such Water in the event that such rate is greater than the rate provided above. The receiving Party shall tender payment for the Water received within forty-five (45) days of the date on which such Party closes the Point of Interconnect. Additionally, if a Party fails or refuses to pay for Water received hereunder within forty-five (45) days, the Party who has not been paid may refuse to supply additional Water until payment of amounts due is made in full.

2. Both Parties are subject to the City's Groundwater Reduction Plan. As such, the above rate shall be modified, as described below, if the supplying Party has converted to use of surface Water in whole or in part, or if additional fees are imposed upon the supplying Party by the City and/or a regulatory entity. In that event, if the supplying Party has converted in whole or in part to surface Water (regardless of the percentage of Water usage converted), the rate shall be the actual cost to the supplying Party to purchase surface Water. If the supplying Party has not

converted to surface Water, then any fees charged by the City for Water usage or pumpage to the supplying Party shall be passed through to the receiving Party without any mark-up.

3. If either Party fails to pay any bills on or before their due date, the billing Party may give notice of such delinquent bills to the delinquent Party in writing, and if all bills due and unpaid are not paid within sixty (60) days after deposit of such notice in the United States mail, properly stamped and addressed, then the billing Party shall be authorized to institute legal proceedings for the collection thereof and to pursue any other available legal remedy which may be appropriate until all bills have been paid in full. The billing Party may require the delinquent Party to pay interest on its past due bills at the rate calculated pursuant to the provisions of Section 2251.025 of the Texas Government Code, as amended (or any successor provision), together with reasonable attorney's fees incurred in the collection thereof.

4. In lieu of the above, by providing written notice thereof (except in the event the supplying Party purchased the Water supplied hereunder from another source as described above), the receiving Party may elect to pay for the Water supplied under this Section 10 by providing a like amount of Water to the supplying Party in installments and on a schedule mutually agreeable to the Parties.

(f) Drought Contingency Plans. Each Party shall supply the other with a copy of its Drought Contingency Plan and all amendments and supplements thereto as they become effective. If either Party is receiving Water under this Section 10, the supplying Party shall notify the other if at any time it is operating, or anticipates the need to operate, under drought conditions. The consuming Party shall at all times be subject to the supplying Party's Drought Contingency Plan. If the supplying Party is operating while its Drought Contingency Plan is in effect or if supplying Water under this Agreement will render the supplying Party unable to serve its own customers, the supplying Party shall have the option of ceasing to provide Water pursuant to this Agreement.

(g) Ownership. Water supplied by the supplying Party shall be owned by the supplying Party until such time as it passes through the Point of Interconnect, at which time, the Water shall belong to the receiving Party.

(h) Prohibitions on Water Usage. Water from the supplying Party shall not be used to fill the lakes located within the receiving Party. Further, Water from the supplying Party shall not be used to fill any ground storage tanks in the receiving Party from which Water has been used to fill the lakes located within the receiving Party. The receiving Party shall not use Water from the supplying Party to flush the receiving Party's system during any Emergency or Temporary Period unless such flushing is required pursuant to TCEQ rules following the Emergency.

(i) Books and Records. Each Party shall preserve for a period of at least two years from the date of its respective origins, all books, records, test data, charts and other records pertaining to this Agreement. Each Party shall have the right, at all reasonable business hours, to inspect such records of the other Party to the extent necessary to verify the accuracy of any statement, charge, or computation made pursuant to any provision of this Agreement; provided that any billing statement rendered pursuant to this Agreement and paid without protest shall be incontestable following two years from date of the billing.

(j) **Payments Unconditional.** Payments made by the consuming Party to the supplying Party shall be made without set-off, counterclaim, abatement, suspension, or diminution.

Section 11: Addresses and Notice. All notices given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested; or by delivering the same in person to such Party. Notice given by mail shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to Plantation MUD:

Plantation Municipal Utility District
c/o Schwartz, Page & Harding L.L.P.
Attn: Christina Cole
1300 Post Oak Boulevard, Suite 2400
Houston, Texas 77056

If to MUD 269:

Fort Bend County Municipal Utility District No. 269
SKLaw
Attn: Julianne B. Kugle
1330 Post Oak Boulevard, Suite 2650
Houston, Texas 77056

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address in the State of Texas by at least 15 days prior written notice to the other Party.

Section 12: No Additional Waiver Implied. No waiver or waivers of any breach or default by either Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed a waiver thereof in the future; nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.

Section 13: Modification. This Agreement shall be subject to change or modifications at any time, but only with the mutual written consent of the Parties.

Section 14: Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and shall not be assignable by either Party without the written approval by the other Party, provided that MUD 269 or Plantation MUD may assign this Agreement to the City, effective upon providing written notice of said assignment to the other Party.

Section 15: Parties in Interest. This Agreement is for the sole and exclusive benefit of Plantation MUD and MUD 269 and shall not be construed to confer any benefit or right upon any person who is not a party to this Agreement.

Section 16: Provisions Severable. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 17: Further Assurances. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to take all actions and execute (and acknowledge, if requested) and deliver all documents and instruments as may be necessary or appropriate to effectuate, perform and fully carry out the purposes, intent, terms, conditions, and provisions of this Agreement and the transactions contemplated herein.

Section 18: Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The headings in this Agreement are inserted for convenience and identification only.

Section 19: Term. This Agreement shall commence upon the date and year first written above and shall remain in force and effect for a period of thirty (30) years unless terminated sooner pursuant to the terms hereof or the mutual written agreement of the Parties.

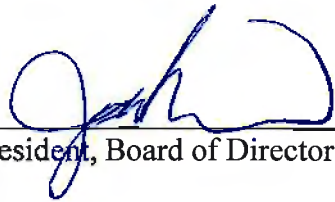
Section 20: Payment for Costs of Agreement. MUD 269 shall be responsible for all of its own costs associated with the preparation of this Agreement. Further, MUD 269 agrees to pay all legal, engineering, and other costs incurred by Plantation MUD associated with the preparation of this Agreement within forty-five (45) days of receipt of an invoice therefor.

Section 21: Entire Agreement. This Agreement, together with such descriptions, terms, and conditions as may be included in the recitals, contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior agreements.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity, as of the date and year first above written.

**PLANTATION MUNICIPAL UTILITY
DISTRICT**

By: 

President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)



**FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 269**

By: Kristen Rebel
President, Board of Directors

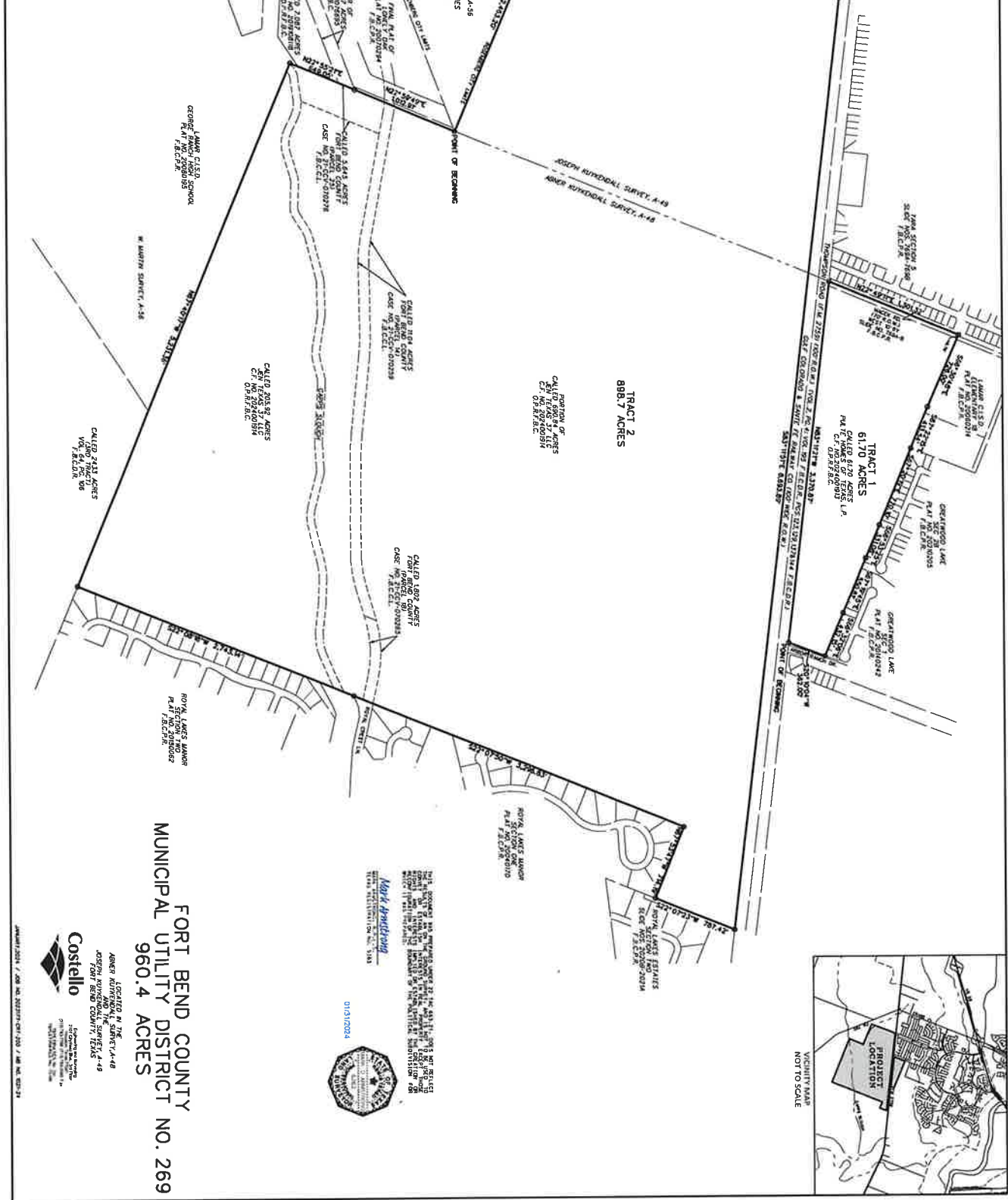
ATTEST:

[Signature]
Secretary, Board of Directors
(SEAL)



EXHIBIT "A"
DESCRIPTION OF THE TRACT

NOTES:
1. ALL RIGHTS ARE SHOWN EXCEPT WHERE SHOWN BY SEPARATE DOCUMENT.
2. ALL RIGHTS ARE SHOWN EXCEPT WHERE SHOWN BY SEPARATE DOCUMENT.
3. SYSTEM, SOUTH CENTRAL, 1983.



FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 269
960.4 ACRES

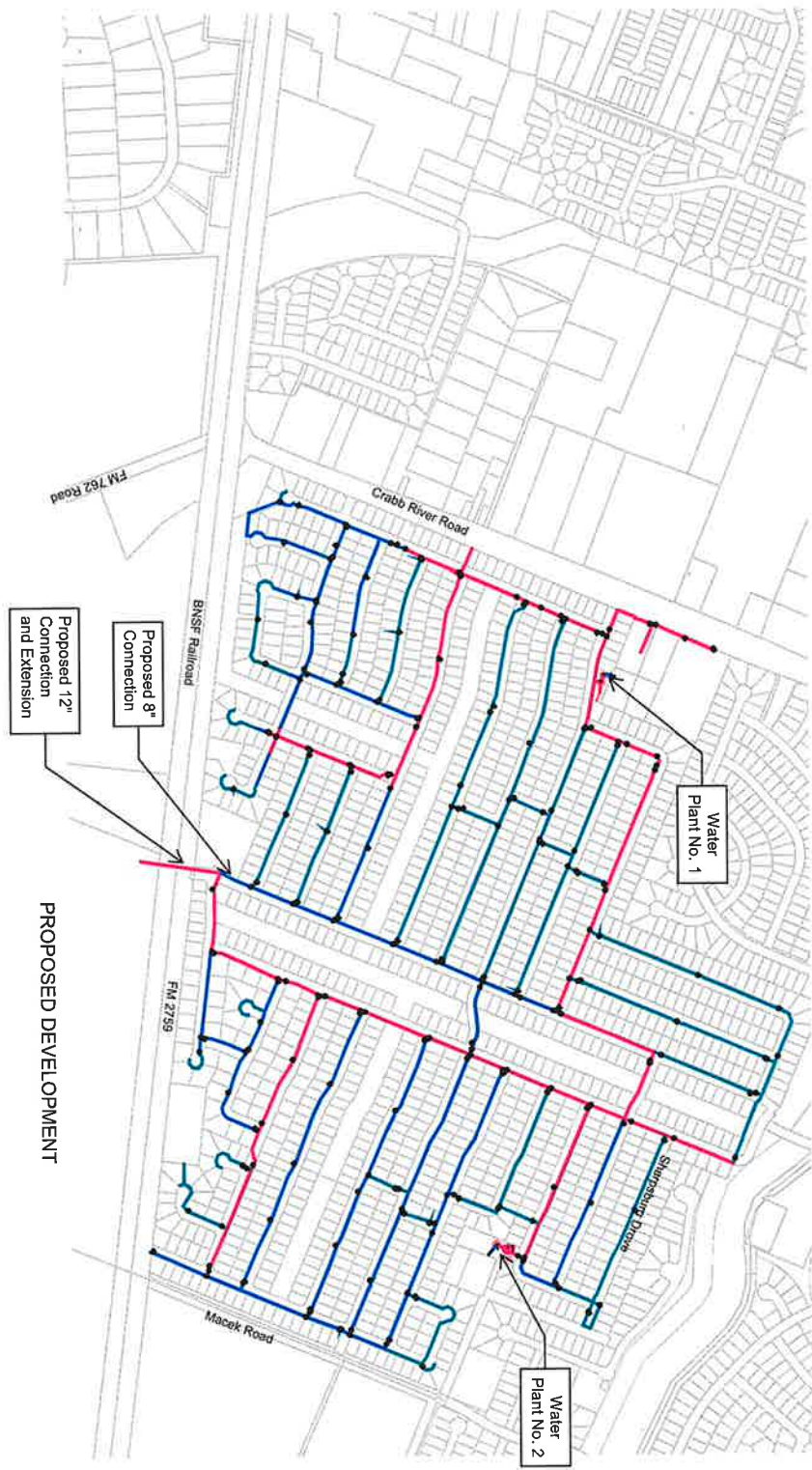
APPROVED BY THE
JOHN RUTHERFORD, JR.
FORT BEND COUNTY, TEXAS

Costello

APPROVED BY THE
JOHN RUTHERFORD, JR.
FORT BEND COUNTY, TEXAS

EXHIBIT “B”
POINT OF INTERCONNECT

Exhibit IV
 Plantation Municipal Utility District
 Existing + Development Water Overall



Color Coding Legend
 Pipe: Diameter (in)

	<= 2.0
	<= 6.0
	<= 8.0
	<= 12.0
	<= 16.0
	Other

EXHIBIT “C”
Plantation MUD Water Line Replacement

[illegible][illegible]

**FIRST AMENDMENT TO
INTERIM AND EMERGENCY INTERCONNECT AGREEMENT**

This FIRST AMENDMENT TO INTERIM AND EMERGENCY INTERCONNECT AGREEMENT (the "**Amendment**") is made and entered into as of the 5th day of March 2025 (the "Effective Date") by and between Quadvest LP ("**Quadvest**"), and Fort Bend County Municipal Utility District No. 269 (the "**District**").

RECITALS

WHEREAS, Quadvest and the District entered into that certain Interim and Emergency Interconnect Agreement dated November 26, 2024 (the "Original Agreement"); and

WHEREAS, Quadvest and the District (individually, a "**Party**" and collectively, the "**Parties**") desire to remove the provision of emergency water contemplated by the Parties; and

WHEREAS, Quadvest and the District desire to amend the Original Agreement as stated herein to reflect these changes; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable considerations, Quadvest and the District agree to amend as follows:

AMENDMENT

RECITALS

The Fourth Recital shall be amended and restated as follows:

The District desires to acquire interim construction water supply service from Quadvest in the maximum amount of 70,000 gallons per day per month to serve its development until it obtains permanent water from the City Water Plant (said service referred to at times as "Interim Capacity"); and

Article 1

A. Section 1.01 shall be amended to remove reference to "District Operator", "Emergency", and "Temporary Period."

B. Section 1.01 shall be amended to add a definition of "District System":

"District System" shall mean that water infrastructure system owned and operated by the District that is supplied water by Plantation MUD or the City of Sugar Land and does not include any water infrastructure constructed to provide water supply

to aid in construction activities within the District.

C. Section 1.01 shall be amended to revise the definition of “Water”:

"Water" means construction water and not potable drinking water.

.

Article 2

A. Section 2.01 shall be amended and restated as follows:

Section 2.01: Construction, Ownership and Maintenance of Interconnect. In order to obtain Water from the Quadvest System, it will be necessary to construct a water interconnect line (the “Interconnect Line”) from the the Quadvest System to the Point of Connection with such line to be located in the right-of-way of Ryehill Parkway, FM 762 or within a water line easement adjacent to Ryehill Parkway that will be depicted in the final and recorded plat for Ryehill Street Dedication and Reserves Section One, all as depicted on Exhibit “A” attached hereto and incorporated herein by reference for all purposes. The District’s engineer will design, at the District’s sole cost and expense, the Interconnect Line.

The District shall be solely responsible for obtaining any and all easements, if any, within the boundaries of the District necessary to construct the Interconnect Line. Quadvest has obtained all easements within the boundaries of Bridlewood necessary to construct the Interconnect Line. Should it be determined that any additional easements within the boundaries of Bridlewood are necessary to construct the Interconnect Line, it shall be the sole responsibility of the District to obtain such easements.

The District shall pay one hundred percent (100%) of the costs of the Interconnect Line.

If repairs are needed to the Interconnect Line during such time as the interim water supply provisions of this Contract are applicable, the District shall make the needed repair at its’ sole cost. The District shall own and have title to that portion of the Interconnect Line within the boundaries of the District and outside the boundaries of the District within the public right of way and shall be responsible for maintaining such portion of the

Interconnect Line at its sole cost and expense throughout the term of this Contract. Quadvest shall own and have title to that portion of the Interconnect Line within the boundaries of Bridlewood and shall be responsible for maintaining such portion of the Interconnect Line at its sole cost and expense throughout the term of this Contract to reflect the Exhibit “A” attached hereto, which shall be the final and recorded plat of Ryehill Street Dedication and Reserves Section One.

B. The first sentence in Section 2.02 shall be amended and restated as follows:

The District shall install, at its sole cost and expense, a valve box and meter vault with metering equipment capable of measuring the flow of Water from Quadvest to the District together with a locking mechanism (the “Interconnect Meter Facilities”) at a point on the Interconnect Line east of and adjacent to the 40-foot Drainage Easement recorded in Volume 378, Page 47, Fort Bend County Deed Records as shown on Exhibit “A” (the “Point of Connection”) in order to measure flows from Quadvest to the District during the period of interim water supply hereunder.

C. Section 2.04 shall be amended and restated as follows:

Section 2.04: Plans and Specifications and Final Inspection. The Interconnect Line, the valves and valve box at the Point of Connection, and the Interconnect Meter Facilities to be constructed pursuant to Sections 2.01 and 2.03 shall be constructed in accordance with the plans and specifications prepared by the engineers for the Parties. The engineers for both Parties and the City of Rosenberg (the “City”) may inspect and approve the Interconnect Line, the valves and valve box at the Point of Connection, and the Interconnect Meter Facilities during their construction and upon their completion and prior to the initial use and operation thereof, which approval shall not be unreasonably withheld. The District shall provide Quadvest and the City, upon completion of the acquisition and construction of the Interconnect Line, one set of “Record Drawings” for same. Quadvest shall provide the District, upon completion of the acquisition and construction of the valves and valve box at the Point of Connection, and the Interconnect Meter Facilities, one set of Record Drawings for same. Upon transmittal of the Record Drawings by both Parties, the Interconnect Line will be pressurized and placed in service.

D. Section 2.06 shall be amended and restated as follows:

Section 2.06: Customer Connections. The District shall only have one connection which shall be metered.

Section 2.07 shall be amended and restated as follows:

Section 2.07: No Liability. The District realizes that it cannot be guaranteed of a specific quantity or pressure of Water, particularly when Quadvest's services are limited or when equipment fails due to unforeseen circumstances or scheduled maintenance and

repairs. Quadvest shall have no liability to the District or any of its customers for failure to deliver Water. However, Quadvest shall use its best efforts to provide Water.

E. Section 2.08 shall be added as follows:

Section 2.08: Construction Water Only. All Water provided pursuant to this Agreement shall be used solely by the District for construction water and shall not be connected to the District System.

Article 3

A. Article 3 EMERGENCY WATER SUPPLY and all sections therein, shall be removed in its entirety.

Article 4

A. **Section 4.02 shall be amended and restated as follows:**

Section 4.02: Interim Supply of Water. On the terms and conditions hereinafter set forth, Quadvest shall make available to the District on an interim basis, Water sufficient to serve a maximum of 70,000 gallons per day per month, which is equivalent to 200 equivalent single family connections (the "Maximum Connections") from the Quadvest System for use as construction water. In the event that Quadvest experiences a decline in the production capacity of its wells attributable to any cause whatsoever, including force majeure, or the Fort Bend Subsidence District reduces the Quadvest Water well permits, Quadvest shall have the right to reduce the Maximum Connections to the number of Connections that will enable Quadvest to serve all of its existing and future Bridlewood customers from its existing wells.

Section 4.03 shall be amended and restated as follows:

Section 4.03: Rates and Charges. For purposes of billing for interim water service provided hereunder during the Initial Term hereof, as defined in section 4.06 below, the District shall be charged by Quadvest for Water, as metered at the Interconnect Meter Facilities, an amount equal to Four and 50/100 Dollars (\$4.50) per 1,000/gallons plus any applicable regulatory or subsidence district fees including but not limited to those assessed by the City of Rosenberg. Quadvest shall read the meter at the Interconnect Meter Facilities and shall invoice the District on a monthly basis for such interim Water as has been supplied during the preceding month. Quadvest shall render bills to the District, or its designated representatives, on or before the fifteenth (15th) day of each month for Water delivered hereunder during the preceding calendar month and such bills shall be due and payable sixty (60) days after such bill is deposited into the United States mail properly stamped and addressed. The District shall pay interest on its past due bills at the rate of ten percent (10%) per annum, together with reasonable attorney's fees incurred in the collection thereof. If the District fails to pay any bills on or before their due date, Quadvest may give notice of such delinquent bills to the District in writing, and if all bills due are not paid within fifteen (15) days after deposit of such notice in the United States mail,

properly stamped and addressed to such party, then Quadvest shall be authorized to institute legal proceedings for the collection thereof and to pursue any other available legal remedy which may be appropriate, including suspension of the District's right to make additional connections to the Quadvest System, but excluding suspension of delivery of water to existing connections within the District, until all bills have been paid in full.

B. Section 4.04 shall be amended and restated as follows:

Section 4.04: Construction of Proposed Permanent Water Plant. The District agrees that it will complete the design of its City Water Plant on or prior to December 31, 2026 including obtaining of all necessary regulatory approvals in connection therewith. In the event that the District fails to complete such design prior to December 31, 2026, Quadvest may suspend the right of the District to use Water from the Quadvest System.

Article 5

- A. The Sections under Article 5, which were previously labeled as Section 4.01, 4.02, etc. shall be amended to refer to the article in which such sections are contained, *i.e.* Section 4.01 of Article 5, shall now be Section 5.01 of Article 5.
- B. Section 4.17 is deleted in its entirety.

[SIGNATURE PAGE FOLLOWS]

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 269

By: Kristen Rabel
President, Board of Directors

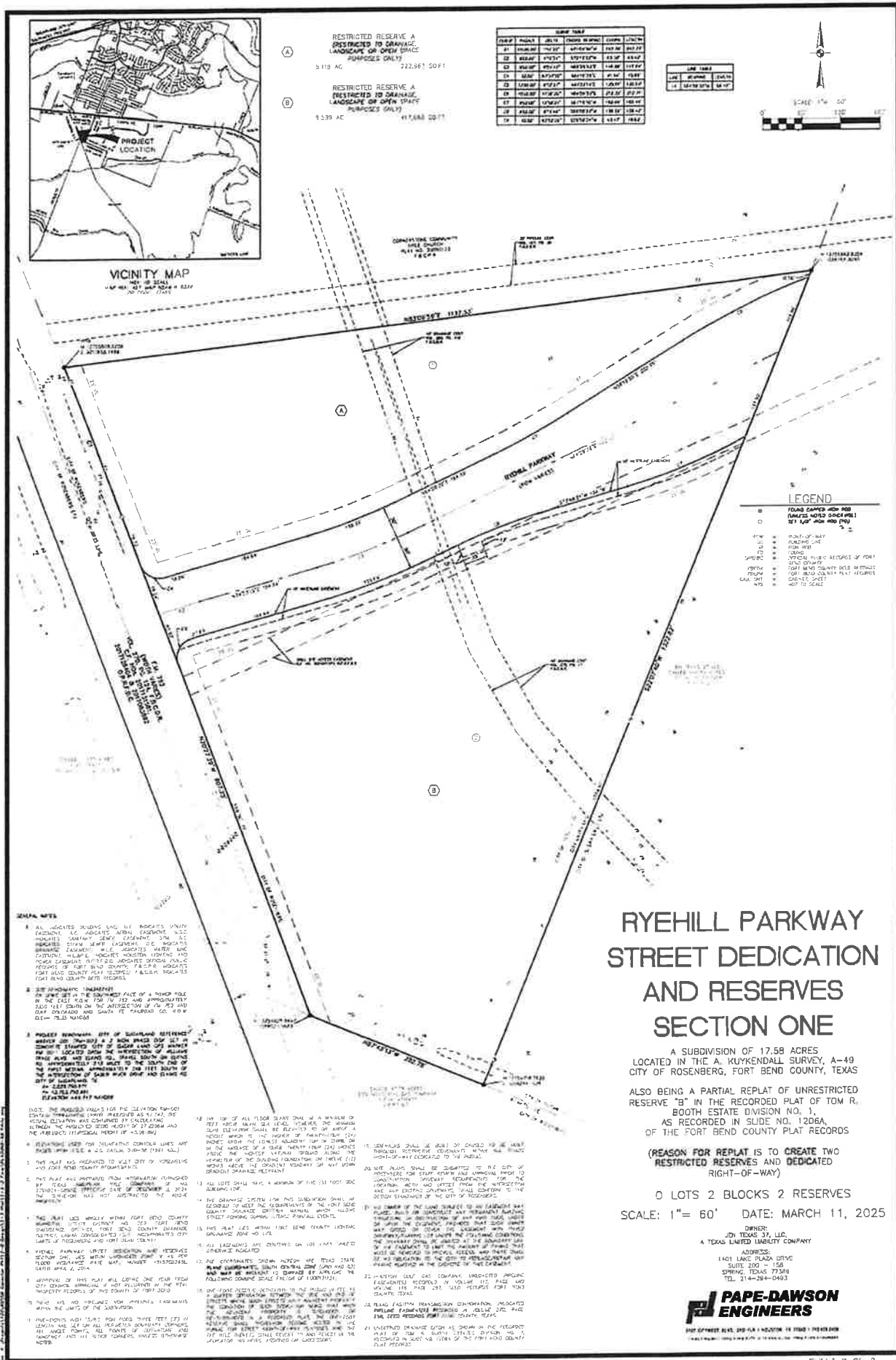
ATTEST:

Digitally signed by S. Kyle Willard
DN: cn=US, E=kwillard@cresa.com,
cN=S. Kyle Willard
Date: 2025.03.05 09:50:39-0600
S. Kyle Willard
Secretary, Board of Directors

(SEAL)



Page 445 of 516





City Council Agenda Request May 6, 2025

Agenda Request No: IX.D.

Agenda of: City Council Meeting

Initiated by: Lisa Kocich-Meyer, Director of Planning & Development Services

Presented by: Lisa Kocich-Meyer, Director of Planning & Development Services, Katie Clayton, Director of Utilities

Responsible Department: Planning and Development Services

Agenda Caption:

Consideration of and action on authorization of Amendment No. 1 to the Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract with Pulte Homes of Texas LP.

Recommended Action:

Approve authorization of the First Amendment to the Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract between the City of Sugar Land, Texas and Pulte Homes of Texas, L.P.

Executive Summary:

Development Agreement

On December 5, 2023, the City and Pulte Homes of Texas, L.P. entered into a Development Agreement pertaining to approximately 958.46 acres of land for the development of Ryehill – a master-planned community containing residential single-family, a Del Webb 55+ community, recreational amenities, as well as a 60-acre commercial flex tract.

On January 16, 2024, City Council approved an Amended and Restated Development Agreement by and between the City of Sugar Land and Pulte Homes of Texas, L.P. to reflect that Jen Texas would be serving as the landbanker for 896.76 acres of the property and outlining the rights and obligations associated with the ownership of the property.

Since the approval of the Development Agreement, in 2024 City Council approved the inclusion of 746.63 acres into the City's ETJ, consented to the creation of MUD 269 for the Ryehill development, approved the Utility Services Agreement for Water, Wastewater and Reclaimed Water supply, purchased approximately 45 acres of land for future regional water and wastewater plants to serve the Ryehill development and approved authorization of the Fire Protection Agreement.

In late 2024, MUD 269 (District) entered into water interconnect agreements with Plantation MUD (Tara) and Quadvest (Bridlewood) for the provision of temporary water to serve the Ryehill development while the City's regional plants are being constructed. The original Development Agreement included a

provision allowing the District to construct a temporary water plant to serve the development until the regional plants were operational. With the District entering into the separate interconnect agreements, there was a need to update and amend the Development Agreement. Additionally, Pulte requested modifications to a few other provisions, and City staff identified other clarifications that were needed as well.

The Development Agreement is being amended to:

- (1) Add provisions for platting and timing of vertical construction of certain sections of the development.
- (2) Modify the list of acceptable exterior building finish materials and allow houses to have 100% of the exterior be siding in the Del Webb sections of the development and up to 25% of the remaining residential development areas.
- (3) Modify procedures for permitting and inspection of Model Homes and other non-residential private improvements.
- (4) Reflect the separate Interim Water Supply Agreements between MUD 269 and Plantation MUD and Quadvest, outline the terms and operational responsibilities during the use of these temporary water supplies, and add the Interim Agreements as exhibits (Exhibit I) to the Development Agreement.
- (5) Revise the date for the City reimbursement of design fees for the regional water and wastewater plants.
- (6) Clarify sidewalk ownership and maintenance responsibilities within the development and compliance with the City's Design Standards.

Consideration of the amendment to the Development Agreement is a separate item on the May 6, 2025 City Council agenda.

Utility Services Agreement

On May 7, 2024, City Council approved the authorization of the Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract between the City and Pulte Homes of Texas, LP (Utility Services Agreement). The Utility Services Agreement was an exhibit to the original and Amended and Restated Development Agreement and outlines the details for the water, wastewater, and reclaimed services to be provided by the City to the property on a permanent retail basis, including terms and responsibilities for construction of interim and permanent regional facilities.

The amendments to the Utility Services Agreement are being made to align with the amended Development Agreement as a result of the updated interim water provisions and timing of the regional water and wastewater plant construction. A provision is also being added to outline the District's responsibilities for any oversizing of a storm drain line on the City's water plant site to serve the Flex tract north of FM 2759.

Intergovernmental Subcommittee Review

The amendments were reviewed with the City Council Intergovernmental Subcommittee in March and April 2025 and the Subcommittee provided feedback on several terms of the amendment, including revisions to the building finish modifications and timing of construction in relation to platting.

Attached to this item are the revised agreements reflecting the changes outlined above for the:

- (1) First Amendment to the Amended and Restated Development Agreement between the City of Sugar Land and Pulte Homes of Texas, L.P., including additions to Exhibit I with the Interim Water Supply

Agreements between MUD 269 and Quadvest and Plantation MUD; and

(2) First Amendment to the Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract between the City of Sugar Land and Pulte Homes of Texas, L.P., including the addition of Exhibit E - Storm Drain Line.

Staff recommends approval of the authorization of the First Amendment to the Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract between the City of Sugar Land and Pulte Homes of Texas, L.P. (Ryehill).

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. First Amendment to Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract between the City of Sugar Land and Pulte
2. Exhibit E - Storm Drain Line

**FIRST AMENDMENT TO WATER SUPPLY, WASTEWATER TREATMENT AND
RECLAIMED WATER SUPPLY SERVICES CONTRACT THE CITY OF SUGAR LAND,
TEXAS AND PULTE HOMES OF TEXAS, L.P.**

This FIRST AMENDMENT TO WATER SUPPLY, WASTEWATER TREATMENT AND RECLAIMED WATER SUPPLY SERVICES CONTRACT THE CITY OF SUGAR LAND, TEXAS AND PULTE HOMES OF TEXAS, L.P. (the "Amendment"), is made and entered into as of the latest of the dates signed by the parties hereto (the "Effective Date"), by and between the CITY OF SUGAR LAND, TEXAS, a home rule municipal corporation (the "City") and PULTE HOMES OF TEXAS, L.P., a Texas limited partnership (the "Developer").

RECITALS:

WHEREAS, the City and Developer entered into that certain Water Supply, Wastewater Treatment and Reclaimed Water Supply Services Contract between the City of Sugar Land, Texas, and Pulte Homes of Texas, L.P., effective on or about May 8, 2024 (the "Original Contract"); and

WHEREAS, the City and the Developer desire to amend the Original Contract as stated herein; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Developer agree as follows:

AGREEMENT:

Section 1. Article I.

- A. The definition of Interim Facilities in Section 1.01 is hereby amended to read as follows:

Interim Facilities shall mean the temporary water provided to the Tract pursuant to the Plantation MUD Agreement and the Quadvest Agreement, that will provide temporary water services to the Tract until such time as the Plant Facilities begin full operation to the Tract. The term Interim Facilities also includes temporary wastewater facilities that will be pump and haul from a manhole, to be designed by and built by the District and operated by the District.

- B. The following definition of Plantation MUD Agreement is added to Section 1.01:

Plantation MUD Agreement shall mean that Interim Water Supply Service and Emergency Water Interconnect Agreement, entered into as of December 16, 2024, by and between Plantation Municipal Utility District and the District. As used herein, "Plantation MUD Agreement" includes the original agreement and any amendments thereto.

C. The following definition of Quadvest Agreement is added to Section 1.01:

Quadvest Agreement means that Interim and Emergency Interconnect Agreement, entered into as of November 26, 2024, by and between Quadvest LP and the District, as amended by that certain First Amendment to the Interim and Emergency Interconnect Agreement dated March 5, 2025. As used herein, “Quadvest Agreement” includes the original agreement and any amendments thereto.

Section 2. Article II.

A. The first paragraph of Section 2.07(a) is amended, to read as follows:

- (a) Cost of the Plant Facilities. The Plant Facilities are an integral part of the City’s water, wastewater and reclaimed system that also serves the District. The District agrees to finance the design and specifications of the Plant Facilities described on **Exhibit B** attached hereto and incorporated herein as part of its development, subject to the City reimbursing the District for the design fees for the Plant Facilities by June 30, 2025, to the extent such fees have been incurred by the District. If any portion of the design remains incomplete by that date, and additional design fees will be incurred by the District, the City shall reimburse the District within thirty (30) days of receiving an invoice for the additional fees actually incurred by District. The District will calculate and notify the City of the costs to design the Plant Facilities. The District and the City agree to work together to determine the costs of the design of the Plant Facilities. The District and/or its’ engineer will design, bid, and enter into construction contracts for the Plant Facilities. Plans and specifications for the Plant Facilities as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to award of contract for construction, with such approval to not be unreasonably withheld. The contracts for the Plant Facilities shall be assigned to the City within thirty days of execution of said contracts and the City shall ensure that water facilities are available to serve the Tract within sixteen (16) months and wastewater treatment, and reclaimed facilities are available to serve the Tract within twenty-four (24) months after District’s award of the contracts for construction. The Plant Facilities and any extension thereof shall be designed and constructed in accordance with City ordinances, the requirements of the Commission, and the requirements of any other governmental agency having or acquiring jurisdiction.

B. The third paragraph of Section 2.07(a) is deleted.

C. Section 2. 07(e) shall be added as follows:

(e).It is understood and agreed that the District shall be responsible for the incremental cost to oversize the storm drainage line constructed to serve the water plant facilities from a 42” to 54” size pipe, as such line is illustrated on Exhibit “E” attached hereto and incorporated herein. The oversizing of such line shall be bid as an alternative bid

item to clearly identify the costs attributed to the District. To the extent oversizing the storm drainage line will impact the City's or other properties, the parties agree to negotiate those terms by separate instrument.

D. Section 2.20(a) is hereby deleted and replaced with the following:

- (a) Interim Facilities, Generally. The City agrees that the District may serve the voter houses in the District temporarily using Interim Facilities, provided, however, that when permanent water and sewer services are available to the voter houses, use of the Interim Facilities shall cease.

E. Section 2.20(b) is hereby deleted and replaced with the following:

- (b) Design and Construction. The Interim Facilities will be designed and constructed by the District. The capacity of the Interim Facilities provided pursuant to the Plantation MUD Agreement shall be no more than 500 ESFCs. The City shall review and approve the plans and specifications for the Interim Facilities. The District will finance and construct the Interim Facilities. The Interim Facilities shall be constructed in accordance with the City's Design Standards and other applicable regulations.

F. Section 2.20(c) is hereby deleted and replaced with the following:

- (c) Capacity. The capacity of the Interim Facilities provided pursuant to the Plantation MUD Agreement shall be no more than 500 ESFCs.. Nothing herein shall obligate the City to provide extra capacity in the event more than 500 ESFCs are needed to serve the Tract prior to the Plant Facilities beginning service.

G. Section 2.20, subsection (f) is hereby deleted.

H. Subsection 2.20(g) shall be renumbered as (f) and amended to read as follows:

- (d) In the event the Plant Facilities are not operational within twenty-four (24) months after District's award of the contract for construction, the District may continue to use Interim Facilities and shall be responsible for wastewater pump and haul until such time as the Plant Facilities are fully online and capable of providing service to the Tract, however, Developer shall only be responsible for paying such pump and haul costs for a period of three (3) months. The City shall provide written notice to the Developer and the District outlining the reasons for non-completion of the Plant Facilities. In the event that non-completion does not include Force Majeure as set forth in Section 4.02, Developer shall have the right, at its option, to: (i) complete the construction of the Plant Facilities with reimbursement from the City of all costs; or (ii) continue to utilize the Interim Facilities and the City shall assume all costs of wastewater pump and haul.

Section 3. Ratification.

The parties ratify the Amendment and confirm it is a valid agreement presently enforceable against the parties in accordance with its terms. The parties are not aware of any default by any party to the Original Contract. Except as revised hereby, the Original Contract shall continue in effect as written.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of equal dignity, as of the Effective Date.

[REMAINDER OF THIS PAGE SHALL REMAIN BLANK]

CITY:

CITY OF SUGAR LAND, TEXAS

ATTEST:

By: _____
Linda Mendenhall, City Secretary

By: _____
Name: Michael W. Goodrum
Title: City Manager
Date: _____

APPROVED AS TO FORM:

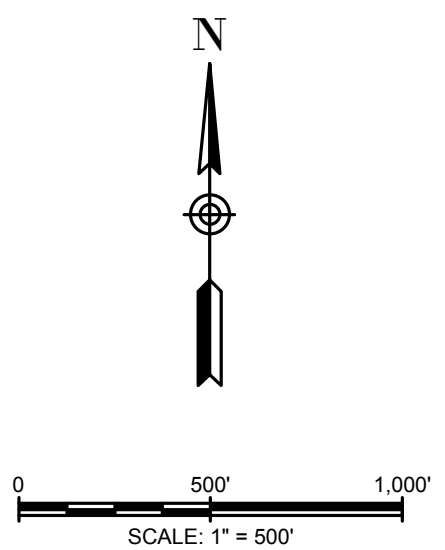
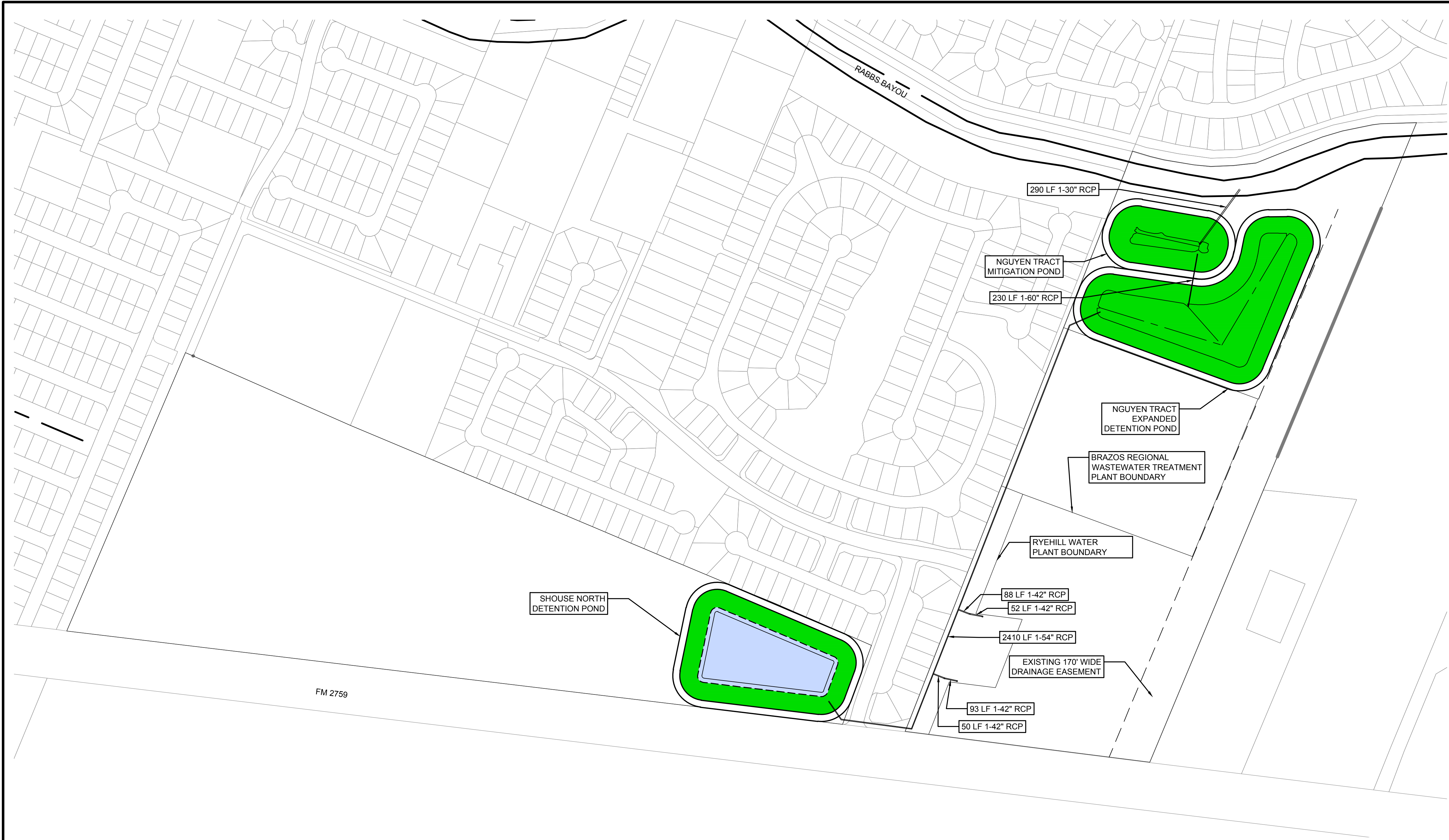
By: _____
Meredith Riede, City Attorney

DEVELOPER:

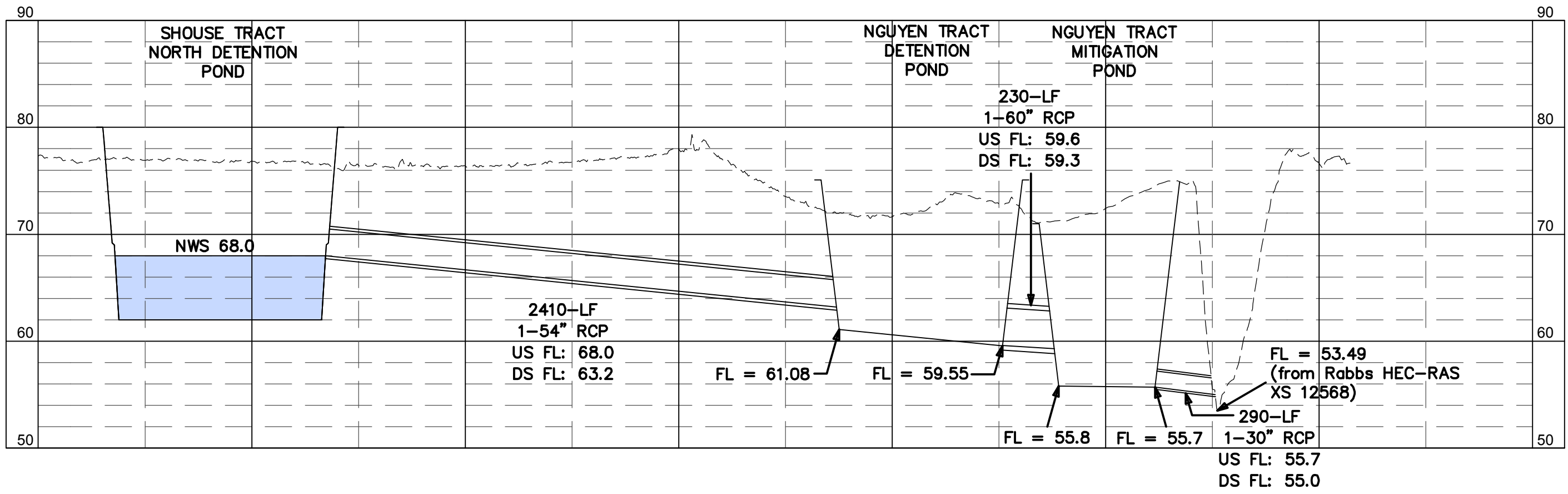
PULTE HOMES OF TEXAS, L.P..
A Texas limited partnership

By:  _____
Name: BRYAN HAHN
Title: VP OF LAND ACQUISITION
Date: 4/24/25

EXHIBIT "E"
Storm Drain Line



POND SYSTEM PROFILE





2107 CITYWEST BLVD, THIRD FLOOR | HOUSTON, TX 77042 | 713.783.2788
TEXAS ENGINEERING FIRM #10111 TEXAS SURVEYING FIRM #101090521

NGUYEN TRACT AND SHOUSE NORTH TRACT
PRELIMINARY ULTIMATE ANALYSIS
PRELIMINARY
DRAINAGE LAYOUT

JOB NO: 42080-04-200

DATE: APR 2025

BY: JHC

EXHIBIT E



City Council Agenda Request May 6, 2025

Agenda Request No: X.A.

Agenda of: City Council Meeting

Initiated by: Ruth Lohmer, Redevelopment Planning Manager

Presented by: Ruth Lohmer, Redevelopment Planning Manager

Responsible Department: Redevelopment

Agenda Caption:

SECOND CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2368**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING FOR A CHANGE OF ZONING OF APPROXIMATELY 30 ACRES OF LAND, LOCATED EAST OF HIGHWAY 6 BETWEEN IMPERIAL BOULEVARD AND CROWN GARDEN TRAIL, FROM PLANNED DEVELOPMENT (PD) DISTRICT GENERAL DEVELOPMENT PLAN (IMPERIAL) TO PLANNED DEVELOPMENT (PD) DISTRICT GENERAL DEVELOPMENT PLAN (IMPERIAL HIGHWAY 6 DISTRICT TRACT H).

Recommended Action:

Consider on second reading Ordinance No. 2368, rezoning approximately 30 acres to Planned Development General Development Plan (Imperial Highway 6 District Tract H) and amending the Imperial General Land Plan.

Executive Summary:

The purpose of this agenda item is to consider, on second reading, Ordinance No. 2368, rezoning approximately 30 acres located east of Highway 6 between Imperial Blvd and Crown Garden Trail to Planned Development (PD) District – General Development Plan (Imperial Highway 6 District Tract H) and amending the Imperial General Land Plan. The purpose of the changes is to allow residential uses within Tract H.

On April 15, 2025, City Council held a public hearing and considered the ordinance on first reading. During the public hearing, one member of the public spoke, expressing concern about adding residential to the area and limited community outreach. City Council discussion focused on community outreach. City Council approved the ordinance on first reading in a 5-1 vote with one change to Exhibit B-2, changing Note (14) to Note (5) for SIC 5621 Women's Clothing. This change has been made to Ordinance No. 2368.

The following information was provided to the City Council in the agenda item for the public hearing and first reading.

Background

After several years of remaining largely vacant, the area has developed with limited non-residential uses – on the adjacent 3.6 acres, a 3-story 48,000-square-foot medical office building is under construction. In recent years, staff have received inquiries and held meetings about possible multi-tenant retail and office, restaurants, office condos, banquet halls, etc. on the remaining acreage, yet the property remains undeveloped since the PD - General Development Plan for Imperial was approved by City Council in 2012. Through that time, staff have also received multiple inquiries about residential land uses on the property. However, the current GDP does not allow residential in this area.

City Council has provided policy guidance for City staff regarding housing and the development and redevelopment of Imperial. The City's 2018 Land Use Plan includes a goal of Encouraging Residential Options (Goal 3). Additionally, the City Council's 2025 Strategic Action Plan and associated All-In Initiatives emphasize the creation of forward-looking housing options and preparing key sites, such as Imperial, for redevelopment/development through "Fostering Sensitive Redevelopment".

In alignment with this City Council policy guidance, staff is recommending adding compact residential uses to the Imperial Highway 6 District, Tract H. There is no development proposal currently being considered; the addition of residential uses in the General Development Plan provides the opportunity to consider these uses in a future Final Development Plan. The compact residential uses include Single-family Attached (Townhome) Dwellings, Urban Home Dwellings, and Live/Work Dwellings. The proposed GDP also allows for all nonresidential uses permitted in the current GDP Ordinance No. 2284. The new compact residential uses will allow the City to diversify our housing to meet the needs of our community and respond to the current economic market.

Commission and Public Engagement

A proposal to amend the land uses for this tract was previously taken to the Planning and Zoning Commission on January 23, 2025. During the public hearing, residents expressed concerns about the proposed GDP, specifically related to the inclusion of Multiplex use. Residents also expressed interest in better understanding the proposal. After asking staff questions and discussion, the Commission voted 4-4 on the GDP amendment.

After the Commission meeting, staff revised the proposal to address nearby residents' concerns expressed during and after the public hearing. As a result, Multiplex and Duplex uses were removed and the revised proposal includes only the following three compact residential uses: Townhome, Urban Home, and Live/Work.

On March 6, 2025, staff held a community meeting with residents in the Imperial neighborhood to share the revised proposal. Staff sent the invitation to Imperial residents (who have engaged with the City in the past) and the HOA and asked that the invitation be shared. Fifteen residents were in attendance. Staff presented information about the draft PD General Development Plan

and answered questions from those in attendance. Questions included: timeframe of the expected development; type of retail that would be allowed; quality of the homes being built; process for future Final Development Plan(s) – whether there will be one or more; and who is the owner of the land.

The Commission held a public hearing on the revised proposed General Development Plan on March 27, 2025. Prior to the hearing, three members of the public completed the public hearing form: one in opposition and two inquiries. The residents expressed concerns about the quality and asked questions about the design of the potential residential development. They also sought to ensure any new residential would be part of and pay for the HOA and the Imperial Redevelopment District. During the public hearing, two residents spoke: one was opposed to adding residential as an optional land use and the other expressed concern about the entire 30 acres being utilized for residential. The Commission held extensive discussion and ultimately recommended approval in a 5-1 vote, with the following changes to the General Development Plan:

- Exhibit B
 - Require a minimum of 25% of the land to be dedicated to commercial
 - Remove reference to front yard setback for Urban Homes facing Ulrich St (rear access)
- Exhibit B-2
 - Limit SIC 5211 Lumber and other building materials to no outside storage
 - Correct note for SIC 5632 to number 5 instead of 14
 - Add SIC 7221 Photographic Studios as permitted use in Live/Work units
 - Add SIC 7231 Beauty Shops as permitted use

Public Hearing

All requirements of the public hearing have been met, with notification being placed in the newspaper and sent to property owners within 200 feet. An information sheet about the proposal was also included with the public hearing notice. Additionally, information was sent to the Imperial HOA and placed on NextDoor, and a sign was placed at the property.

Recommendation

The Planning and Zoning Commission recommends approval of the Imperial PD Highway 6 District, Tract H General Development Plan and amendment to the Imperial General Land Plan, adding certain residential land uses.

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. 2368 Imperial Hwy 6 Tract H GDP
2. Imperial Hwy 6 Tract H CC Staff Report

ORDINANCE NO. 2368

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING FOR A CHANGE OF ZONING OF APPROXIMATELY 30 ACRES OF LAND, LOCATED EAST OF HIGHWAY 6 BETWEEN IMPERIAL BOULEVARD AND CROWN GARDEN TRAIL, FROM PLANNED DEVELOPMENT (PD) DISTRICT GENERAL DEVELOPMENT PLAN (IMPERIAL) TO PLANNED DEVELOPMENT (PD) DISTRICT GENERAL DEVELOPMENT PLAN (IMPERIAL HIGHWAY 6 DISTRICT TRACT H).

WHEREAS, by the adoption of Ordinance No. 1969 on September 16, 2014, the City Council approved a change of zoning to create a Planned Development (PD) District for approximately 690.2 acres of land in the proposed Imperial Development, and approved a general development plan for the PD District; and

WHEREAS, by the adoption of Ordinance Nos. 2009, 2036, 2083, 2100, 2102, 2215, 2261, 2267, and 2281 the City Council approved change of zoning in certain areas of the Imperial Development from Planned Development (PD) District General Development Plan to Planned Development (PD) District Final Development Plan; and

WHEREAS, by the adoption of Ordinance No. 2284, the City Council repealed Ordinance No. 1969 and adopted a new General Development Plan for the Imperial PD areas that were not rezoned to Planned Development (PD) District Final Development Plan; and

WHEREAS, the City now wishes to rezone approximately 30 acres of land located east of Highway 6 between Imperial Boulevard and Crown Garden Trail to a new Planned Development (PD) District General Development Plan, to allow for residential uses in Tract H; and

WHEREAS, the proposed rezoning has been reviewed by the City's Planning and Zoning Commission, as required by law, and the Planning and Zoning Commission held a public hearing on the proposed zoning change on March 27, 2025; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning change; and

WHEREAS, the City Council held a public hearing on the proposed zoning change on April 15, 2025, at which the public was given an opportunity to give testimony and present written evidence as required by law; and

WHEREAS, the City Council finds that the proposed rezoning complies with the City's comprehensive plan and now deems it is appropriate to make such zoning change; NOW, THEREFORE;

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

Section 1. That the facts and recitations set forth in the preamble of the ordinance are hereby declared true and correct.

Section 2. That the zoning district classification of approximately 30 acres of land, as shown in Exhibit A, is changed from Planned Development (PD) District General Development Plan (Imperial) to Planned Development (PD) District General Development Plan (Imperial Highway 6 District Tract H) under the comprehensive zoning ordinance of the City of Sugar Land, Texas.

Section 3. That the General Land Plan and Permitted Uses, as shown in Exhibits B-1 and B-2, are approved.

Section 4. That the following Exhibits are attached to and incorporated into this ordinance:

Exhibit A-1:	Vicinity Map – Tract H
Exhibit A-2:	Legal Description
Exhibit B:	General Development Plan
Exhibit B-1:	General Land Plan
Exhibit B-2:	Permitted Uses
Exhibit B-3:	Bulk Plane Diagram
Exhibit B-4:	Approved Landscape Materials
Exhibit B-5:	Bicycle Circulation Plan
Exhibit B-6:	Hwy 6 Signage Diagram

Section 5. That the City's official zoning map is amended to show the change in zoning district classification.

APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Joe R. Zimmerman, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Attachments:	Exhibit A-1:	Vicinity Map – Tract H
	Exhibit A-2:	Legal Description
	Exhibit B:	General Development Plan
	Exhibit B-1:	General Land Plan
	Exhibit B-2:	Permitted Uses
	Exhibit B-3:	Bulk Plane Diagram
	Exhibit B-4:	Approved Landscape Materials
	Exhibit B-5:	Bicycle Circulation Plan
	Exhibit B-6:	Hwy 6 Signage Diagram

Exhibit A-1

Imperial Highway 6 District Tract H Vicinity Map

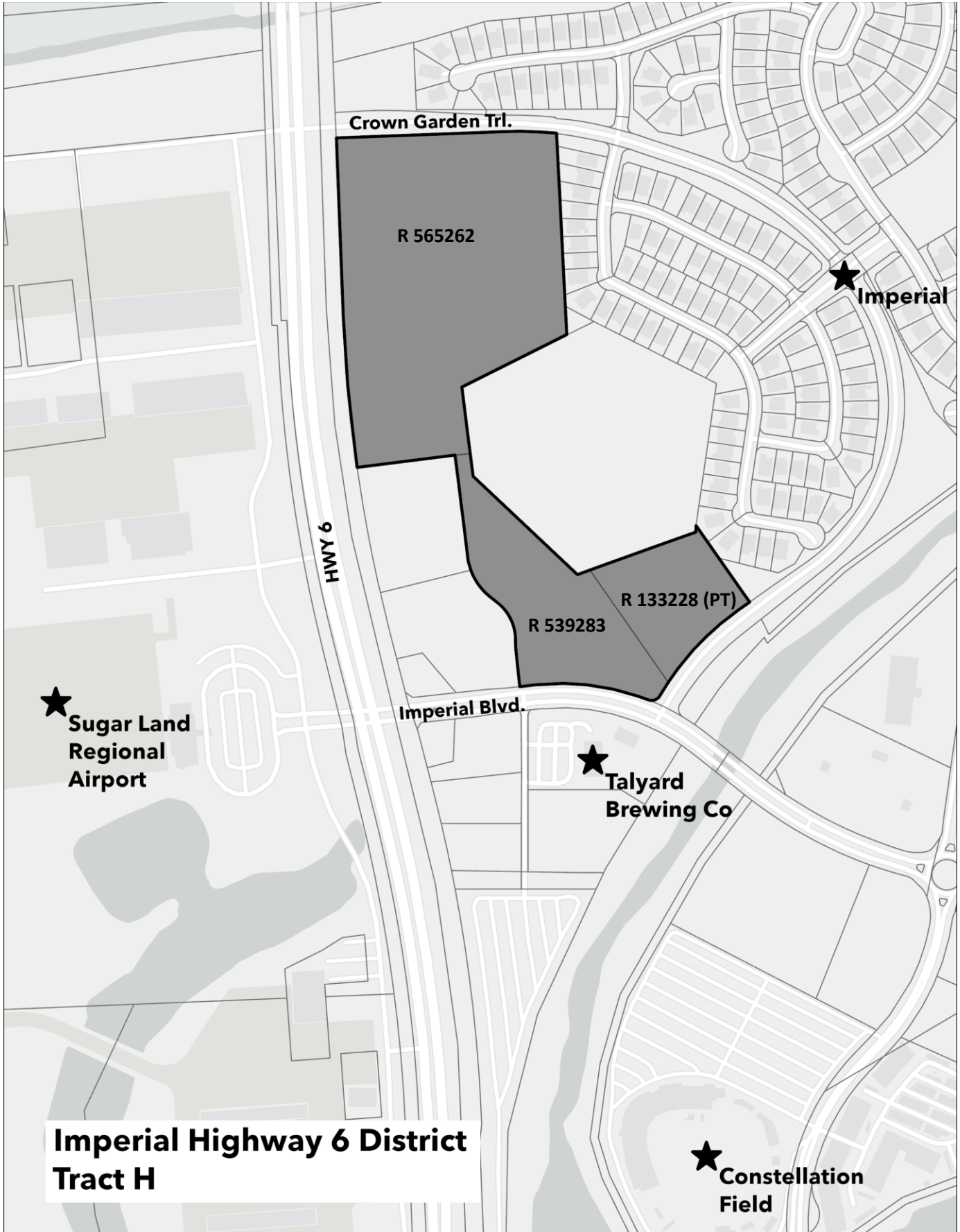


Exhibit A-2: Legal Description

Tract H 25.905 acres: Being a tract containing 25.905 acres of land located in the Alexander Hodge League, Abstract Number 32, in Fort Bend County, Texas; said 25.905 acre tract being called "Tract 2" conveyed to DPEG Imperial, LP under Fort Bend County Clerks' File (FBCCF) Number 202215153 being a portion of a call 497.696 acre tract recorded in the name of Cherokee Sugar Land, L.P. in Fort Bend County Clerk's File (FBCCF) Numbers 2007088840 and 2011006653, styled Tract "F" and the State of Texas, for the use and benefit of the Permanent School Fund in FBCCF Numbers 2003023371 and 2008070584; also identified as Property IDs R565262 (19.392 acres) and R 539283 (6.513) in the Fort Bend County Appraisal District Records.

Tract H 3.8 acres: Being 3.8 acres of land situated in the Alexander Hodge League, Abstract Number 32, in Fort Bend County, Texas; said 3.8 acre tract being a portion of a call 497.696 acre tract recorded in the name of Cherokee Sugar Land, L.P. in Fort Bend County Clerk's File (FBCCF) Numbers 2007088840 and 2011006653, styled Tract "F" and the State of Texas, for the use and benefit of the Permanent School Fund in FBCCF Numbers 2003023371 and 2008070584; also identified as part of Property ID R133228 in the Fort Bend County Appraisal District Records.

EXHIBIT B

IMPERIAL HWY 6 DISTRICT TRACT H

GENERAL DEVELOPMENT PLAN

A. Contents. This General Development Plan includes the following sections:

- General Provisions
- General Land Plan
- Land Uses
- Development Regulations for Nonresidential Uses
- Development Regulations Residential Uses
 - Townhomes
 - Urban Homes
 - Live/Work Units
- Landscape and Pedestrian Circulation Regulations
- Building Regulations
- Freestanding Signs

B. General Provisions.

1. The PD approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City. The default primary zoning district established for this district shall be Neighborhood Business (B-1). If any provision or regulation of any City ordinance applicable in the default zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the default zoning district in effect on the effective date of this ordinance apply to this PD as though written herein, except to the extent the City regulation or provision conflicts with a provision of this ordinance:
2. Except as otherwise provided herein, the words used in this General Development Plan have the meaning established by the Development Code. In this ordinance:

Dwelling means a building designed exclusively for residential use, other than motels or hotels.

Dwelling, Live/Work Unit means a building that contains 1 or more Dwelling Units that maintain integrated living and working space in different areas of the unit, either horizontally or vertically stacked. For the purposes of this PD, Live/Work Dwellings are Residential Uses.

Dwelling, Single-Family Attached (Townhome) means a building that contains Dwelling Units located on separately platted lots that are joined to other Dwelling Units on 1 or both sides by a common wall that is located along the side lot line and separates the individual Dwelling Units, commonly referred to as a townhouse.

Dwelling Unit means a building or portion of a building designed to provide independent living facilities for not more than 1 family and that contains bathroom facilities and not more than 1 kitchen.

Dwelling, Urban Home means a building that contains only 1 Dwelling Unit and is larger in height than in width and located on a lot no wider than 40 feet, commonly referred to as a detached townhome.

Open Space means the portion of all land contained within the PD that is not covered by buildings, parking lots, driveways, improved pedestrian areas (outside of publicly accessible plazas), or other impermeable material.

PD is the planned development district created by this ordinance.

Pavers mean colored interlocking bricks, tiles, stones, blocks, or concrete units.

Retail means a commercial establishment engaged in the selling of goods and merchandise to the general public and rendering services incidental to the sale of such goods.

3. The PD shall be developed in accordance with the following exhibits that are attached to and made part of this General Development Plan:

Exhibit B-1:	<i>General Land Plan</i>
Exhibit B-2:	<i>Permitted Uses</i>
Exhibit B-3:	<i>Bulk Plane Diagram</i>
Exhibit B-4:	<i>Approved Landscape Materials</i>
Exhibit B-5:	<i>Bicycle Circulation Plan</i>
Exhibit B-6:	<i>Hwy 6 Signage Diagram</i>

C. General Land Plan

The property shall be developed in accordance with the [Exhibit B-1, Imperial General Land Plan](#) which shows the layout of major roadways, general location of land uses, and relationship of the development to surrounding properties.

D. Land Uses.

1. This GDP aims to encourage development that integrates compact residential land uses with compatible nonresidential uses like office and commercial/retail facilities. This includes compact forms of residential such as townhomes and urban homes. The goal is to create a small-scale, walkable environment for nearby neighborhoods characterized by the design and arrangement of buildings to create a pedestrian experience. Development should seamlessly integrate with the surrounding residential neighborhoods and existing commercial development.
2. Permitted land uses are listed in [Exhibit B-2, Permitted Uses](#). All other land uses are prohibited.
 - (a) Certain land uses are permitted when developed under specific conditions as established in the Conditions section at the end of Exhibit B-2, Permitted Uses.
3. Permitted land uses may be mixed horizontally or vertically on a single property in accordance with [Exhibit B-2, Permitted Uses](#).
4. A minimum of 25%, approximately 7.5 acres, of the land in this General Development Plan shall be dedicated to nonresidential uses.

E. Development Regulations for Nonresidential Uses— Nonresidential sites within this PD district shall be developed in accordance with the following development regulations:

1. Maximum height of structures:
 - (a) 150 feet above ground level or as limited by airport height restrictions.
 - (b) The maximum height of structures is limited by the bulk plane requirements illustrated on [Exhibit B-3, Bulk Plane Diagram](#).
 - (i) Maximum height of a structure built at the 65-foot building line adjacent to single family

residential is limited to a height of 44 feet.

- (ii) Height of the structure may increase at a ratio of 1 foot of height for each 2 feet of distance the structure is set back from the single-family lot line up to a maximum distance of 150 feet.

2. Minimum building setbacks:

- (a) 25 feet abutting State Highway 6, Imperial Blvd, and Crown Garden Trl.
- (b) 65 feet for nonresidential use abutting single family residential.
- (c) 15 feet abutting the internal access easement.
- (d) 10 feet abutting Open Space Reserves.
- (e) 6 feet for side and rear yards not abutting the highway, street, access easement or greenbelt.
- (f) Awnings and canopies attached to a building may project up to 5 feet into a required building setback if located at least 8 feet above adjoining sidewalks or pedestrian walkways.

3. Approved fire apparatus access roads shall extend the entire length on one (1) side of buildings three (3) or more stories in height, and shall be located within a minimum of fifteen (15) feet and a maximum of thirty (30) feet.

4. Minimum parking lot setbacks:

- (a) 25 feet abutting State Highway 6, Imperial Blvd, and Crown Garden Trl.
- (b) 25 feet abutting single family residential.
- (c) 10 feet abutting the internal access easement.
- (d) 10 feet abutting Open Space Reserves.
- (e) 10 feet abutting all other lot lines.

5. Minimum open space: 15% of the District area.

6. Paving:

- (a) All parking lots, driveways, and vehicle use areas outside of individual building parcels must be constructed of concrete.
- (b) All driveways and access easements within individual building parcels may be paved with a concrete surface or interlocking pavers supported by a 6 inch reinforced concrete tray and a sub-grade per City design standards.

7. Retail strip centers prohibited:

- (a) Retail strip centers as defined herein and shown (right) are prohibited. Retail strip center means a tract or reserve that is developed with a multi-tenant retail building located toward the rear of the site with the building length parallel to the public street or highway, the building width perpendicular, and most of the on-site parking located in a single area between the building and road.



- (b) Final Development Plans may place additional restrictions on the overall square footage of retail or the arrangement of retail uses.
8. Outside Retail Use: Merchandise may be displayed or stored outside the building on the same premises if the merchandise:
- (a) Is not located on public property or within a required building setback, parking lot setback, parking space or drive aisle.
 - (b) Is delineated within a specific area shown on the Final Development Plan.
 - (c) Is owned by the owner or lessee of the building.
 - (d) Occupies a contiguous area less than 10% of the ground floor area of the attendant building or tenant space, but no greater than 5,000 square feet. The 10% maximum size restriction does not apply to landscaping materials for retail nurseries or lawn and garden supply stores, if displayed within a fenced area.
 - (e) Merchandise area must be integrated into the architecture of the building and/or must be screened from street view with architectural materials that match the main building.
9. Outdoor Service Areas for Eating Establishments: Eating establishments that provide a place for outdoor services adjacent to the establishment shall adhere to the following:
- (a) In any district, shall not encroach into any sidewalk or other pedestrian walkway as required herein.
 - (b) Shall be delineated within a specific area shown on the Final Development Plan.
 - (c) Must provide additional off-street parking, under the schedule applicable in the Development Code, for that portion of the outdoor service area that exceeds by more than 25% the square feet of the indoor dining area to which the off-street parking requirements apply.
10. Outdoor speakers: Use of outdoor speakers for any use is prohibited within 200 feet of any single-family lot line.
11. Parking Garages:
- (a) Structured parking shall comply with the regulations in Chapter 2, Article XI of the Development Code.
 - (b) Structured parking serving both residential and nonresidential uses shall include clearly defined separate areas for resident and nonresident parking.
12. Bicycle Parking:
- (a) Off-street parking for bicycles shall be provided within 50 feet of the public entrance to each nonresidential building.
 - (b) Bicycle parking spaces shall not encroach into any sidewalk or other pedestrian walkway as required herein.
 - (c) Bicycle parking shall include racks, lockers, or other structures intended for parking bicycles with a minimum of 3 spaces in any one location.
 - (d) Racks shall be designed to support the bicycle upright in two places on the bicycle frame.
 - (e) Parking garages shall include bicycle parking.

F. Development Regulations for Residential Uses – Residential and live/work sites shall be developed in accordance with the following development regulations:

1. Townhomes (Dwelling, Attached):
 - (a) Minimum lot area: 1,500 square feet
 - (b) Minimum lot width: 18 feet; 28 feet for corner lots
 - (c) Minimum lot depth: 70 feet
 - (d) Maximum lot coverage: 85%
 - (e) Maximum height of structures: 3 stories, but no more than 45 feet above ground level
 - (f) Minimum building setbacks:
 - (i) Front yard: 10 feet.
 - (ii) Side yard: 0 feet if attached; 3 feet, but the sum of side yards must be at least 10 feet if unattached or 10 feet abutting a street.
 - (iii) Rear yard: 8 feet.
 - (g) Required off-street parking: 2 spaces per unit, plus 1 space per 5 units or portion thereof. Additional parking may be required contingent upon a parking plan to be submitted with Final Development Plan.
 - (h) Townhome lots shall not back to any arterial or major thoroughfare street.
2. Urban Homes (Dwelling, Urban Home):
 - (a) Residential lots with Front Garage Access:
 - (i) Vehicular access: Lots shall take access from a public street; no lot shall take access from a shared common driveway.
 - (ii) Minimum lot area: 3,600 square feet
 - (iii) Minimum lot width: 36 feet; 41 feet for corner lots
 - (iv) Minimum lot depth: 100 feet
 - (v) Maximum lot coverage: 85%
 - (vi) Maximum height of structures: 3 stories, but no more than 45 feet from ground level
 - (vii) Minimum front yard building setbacks:
 1. 10 feet for the principal structure
 2. 20 feet for the garage
 - (viii) Minimum side yard building setbacks:
 1. 3 feet; 6 feet on a shared common driveway side; 10 feet on a street side
 2. For a garage, 20 feet on a street side
 - (ix) Minimum rear yard building setback: 10 feet
 - (x) Front yard fence: Materials will include brick and/or stone with ornamental iron. Less than 50% of the fence face shall be opaque, and the maximum height shall not exceed 32 inches.
 - (b) Residential lots with Rear Access:
 - (i) Vehicular Access: Lots shall take access from a shared common driveway; no lot shall take access from a public street.
 - (ii) Minimum lot area: 3,240 square feet
 - (iii) Minimum lot width: 31 feet
 - (iv) Minimum lot depth: 108 feet
 - (v) Maximum lot coverage: 85%
 - (vi) Maximum height of structures: 3 stories, but no more than 45 feet from ground level
 - (vii) Minimum front yard building setbacks:
 1. 10 feet

(viii) Minimum side yard building setbacks:

1. 0 feet
2. 6 feet on a shared common driveway
3. 10 feet on a street side

(ix) Minimum rear yard setbacks:

1. 10 feet for the principal structure
2. 20 feet for the garage

(c) Front yard fences: Materials will include brick and/or stone with ornamental iron. Less than 50% of the fence face shall be opaque, and the maximum height shall not exceed 32 inches.

3. Live/Work Units (Dwelling, Live/ Work):

- (a) All or part of only the ground floor may be devoted to a non-residential use as permitted by this ordinance. Live/work units may be attached (Townhomes) or detached (Urban Homes).
- (b) The maximum square footage devoted to a permitted non-residential use shall be limited to 1,500 s.f. per structure.
- (c) The premises must be used as the primary residence of the property owner, which shall also be the same as the business owner / operator.

4. Fire Apparatus Roads for Buildings Three Stories or More:

- (a) Approved fire apparatus access roads shall extend the entire length on one (1) side of buildings three (3) or more stories in height, and shall be located within a minimum of fifteen (15) feet and a maximum of thirty (30) feet.

G. Landscape and Pedestrian Circulation Regulations – All sites within the PD shall be developed in accordance with the following landscape and pedestrian circulation regulations:

1. Minimum widths for landscape buffers, contiguous to lot lines along:

- | | |
|--|---------|
| (a) State Highway 6: | 25 feet |
| (b) Adjacent to residential lot lines: | 25 feet |
| (c) Other public streets: | 10 feet |
| (d) Internal access easements: | 10 feet |
| (e) Oyster Creek greenbelt: | 10 feet |
| (f) All other property lines: | 6 feet |

2. Landscape buffers may be used for future transit stops except where adjacent to single family residential areas.

3. Landscaping materials used to satisfy the requirements of this section shall be consistent with those listed in [Exhibit B-4, Approved Landscape Materials](#).

4. Where landscape buffers are provided adjacent to the public street, each premise shall have one shade tree located in the buffer for each 30 feet of lot width, or portion thereof, measured along the street-facing lot line. The trees may be clustered or spaced linearly; they need not be placed evenly.

5. Shade trees shall have a minimum 4-inch caliper and minimum 10-foot height as measured at ground level when planted.

6. Sidewalks:

- (a) Continuous sidewalks with a minimum 5-footwidth shall be provided along all public roadways and internal access easements.
- (b) Minimum 6-foot wide sidewalks adjacent to Imperial Blvd.
- (c) Minimum 10-foot wide sidewalk along State Highway 6, as shown on [Exhibit B-5, Bicycle Circulation Plan](#).

7. Pedestrian walkways:

- (a) A pedestrian walkway shall connect a building entrance to a public street sidewalk.
- (b) For all nonresidential uses, a pedestrian walkway shall connect a building entrance to adjacent retail or residential use.
- (c) For non-residential uses with parking located between the street and the building, at least one walkway shall be provided to and through its associated parking area to connect a building entrance to a public street sidewalk.
- (d) Pedestrian walkway criteria:
 - (i) Minimum 8-foot width for the trail connecting the Oyster Creek Trail through the multi-family in Tract B
 - (ii) Minimum 6-foot width for all other pedestrian walkways
 - (iii) Readily visible and free of encroachment by parked vehicles
 - (iv) Paved with concrete or other masonry products differentiated from the driveway and parking areas through the use of color, texture, or materials
 - (v) Predominantly shaded with shade trees at one per 30 linear feet of walkway or building canopies
 - (vi) Lighted with pedestrian-scaled fixtures
 - (vii) Include "Way finding" signage.

H. Building Regulations – Buildings within the PD shall be developed in accordance with the following building regulations:

- 1. Buildings, except single family residential, shall be designed in accordance with the following criteria:
 - (a) Break up the horizontal and vertical building planes through offsets, changes in building materials, colors and textures, or other methods; and
 - (b) Incorporate architectural details that create shade and cast shadows to provide visual relief.
 - (c) Facades greater than 100 feet in length that face public streets shall incorporate offsets having a minimum depth of at least 2 feet and incorporating at least 20% of the length of the façade.
 - (d) No uninterrupted length of a façade shall exceed 100 feet.
- 2. Building façade finishes:
 - (a) Primary finishes are limited to brick, stone (natural, cast, or cultured-textured), textured concrete panels, stucco and glass.
 - (b) Primary finishes shall comprise at least 80% of each façade for multi-family and at least 70% for nonresidential and mixed use buildings, and at least 50% for single-family residential buildings.
 - (c) Secondary finishes shall include wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), and fiber cement siding, and shall comprise no more

- than 30% of the façade for any building.
- (d) Use of architectural metals is limited to canopies, parapet walls, roof systems, and miscellaneous trim work, and such use shall meet the durability standards of the Development Code.
 - (e) For Single-family Residential, fiber cement siding shall be considered a secondary finish.
 - (f) The Director may approve alternative Primary or Secondary Exterior Finishes not specified in this article if the Director determines that the alternative finish is substantially equal to or better than a specified Primary or Secondary Exterior Finish in quality, durability, and appearance and the use thereof will not violate any provision of this article.
3. Nonresidential and mixed use buildings:
- (a) Canopies shall be provided at all street-facing building entrances intended for pedestrians. Canopies may be structural extensions of the building or constructed of fabric attached to the building. An individual canopy shall cover a ground area of at least 20 square feet.
 - (b) The front façade (the side of the building facing the street) of the first floor of a retail building within 50 feet of public street right-of-way shall be at least 60% transparent in order to permit visibility between building occupants and outdoor pedestrians and motor vehicle drivers.
 - (c) Ground floor facades for retail buildings that face public streets shall have storefronts, canopies, arcades, display windows, entry areas, awnings or other features along at least 50% of their horizontal length.
 - (d) The Director may approve alternative canopy or Façade treatments not specified in this article if the Director determines that the alternative canopy or façade treatment is substantially equal to or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.
4. No single building finish material shall cover more than 80% of the front of any building.
5. All facades of an individual building and the facades of multiple buildings within a single development shall be of similar architectural design, color and materials where facing or siding to a public street, internal access easement or pedestrian walkway.
6. Screening walls, wing walls, columns, and similar building extensions and supports shall be of similar architectural design, color and materials as the building or structure to which they are attached.
7. The following building materials shall not be used in an exterior finish:
- (a) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels.
 - (b) Unfired or underfired clay, sand, or shale brick.
 - (c) Smooth or un-textured concrete surfaces.
 - (d) Exterior Insulated Finish Systems (E.I.F.S.).

I. Freestanding Signs.

1. Signs on property fronting on S.H. 6 shall comply with the following regulations, as shown on [Exhibit B-6, Hwy 6 Signage Diagram](#):
- (a) Maximum effective area: 150 square feet
 - (b) Maximum height: 12 feet

- (c) Number per feet of frontage: 1 per 250 feet
- 2. Minimum spacing:
 - (a) Freestanding sign must not be located within 250 feet of another freestanding sign on the same premises.
 - (b) Freestanding sign must not be located within 50 feet of another freestanding sign on any adjoining premises.
- 3. All information on one supporting structure is counted as one sign for purposes of applying the regulations on the number of freestanding signs allowed on any one property.
- 4. Exterior finishes for freestanding signs shall be established in Final Development Plans.
- 5. Additional regulations on freestanding signs within the Development Code, Section 4-24 (d) through (h), remain applicable.

Exhibit B-1

General Land Plan

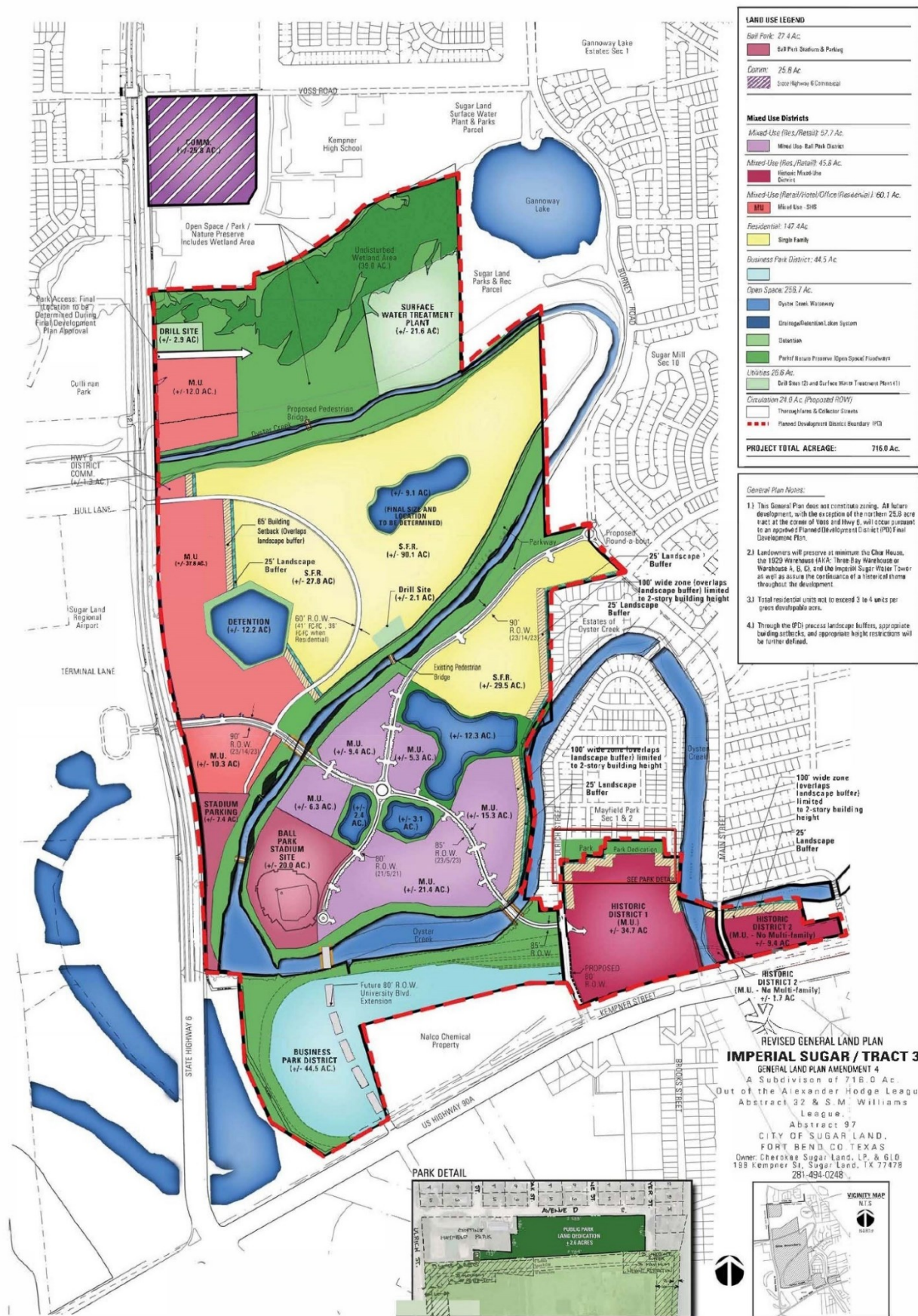


Exhibit B-2
Permitted Uses

SIC No		Description	
	CONSTRUCTION		
15		General Building Contractors (1521 -1542)	X (1)(2)(3)
17		Special Trade Contractors (1711-1799)	X (1)(2)(3)
	TRANSPORTATION		
42	Warehousing		
		Public Warehousing and Storage (4225)	
43		U.S. Postal Service (4311)	X
47	Transportation Services		
		Travel Agencies (4724)	X
		Arrangement of Passenger Transportation (4729) NEC	X
		Freight Transportation Arrangement (4731)	X
48	Communications:		
		Telephone Communications (4812-4813)	X
		Telegraph and other message communications (4822)	X
		Radio and television broadcasting (4832-4833)	X
		Cable and other pay television services (except equipment repair or bucket trucks in lot) (4841)	X
		Miscellaneous communications services (except equipment repair, bucket trucks in lot) (4899)	X
	RETAIL TRADE		
52	Building Materials		
		Lumber and other building materials (5211)	X (1)(2)(3)
		Paint, glass and wallpaper stores (5231)	X (1)(3)
		Hardware stores (5251) and key shops	X (1)(3)
		Retail Nurseries (5261)	X (1)(3)
		Garden stores (5261)	X (1)(3)
		Auto and home supply stores	X (1)(3))
		Florist shops (5992)	X (1)(3)
	General merchandise stores as listed:		
		Department stores (5311)	
		Misc. general merchandise stores (5399)	
	Food stores as listed:		
		Grocery stores (5411)	X (4)
		Convenience stores with gasoline sales (5411)	
		Meat and fish markets (5421)	X (3)
		Fruit and vegetable markets (5431)	X (3)
		Candy, nut, and confectionery stores (5441)	X (3)
		Dairy products stores (5451)	X (3)
		Retail bakeries (5461)	X (3)
		Miscellaneous food stores (5499)	X (3)
		Farmer's market-type stores	X (3)
		Auto parts and accessory sales (no auto repair) (5531)	
56	Apparel and accessory stores as listed:		
		Men's and boy's clothing stores (5611)	X (5)
		Women's clothing stores (5621)	X (5)
		Women's accessory and specialty stores (5632)	X (5)
		Children's and infant's wear stores (5641)	X (5)
		Family clothing stores (5651)	X (5)
		Shoe Stores (5661)	X (5)
		Misc. apparel and accessory stores (5699)	X (5)
58	Eating places:		
		Eating Places (restaurant, cafes, etc.) (5812)	X (1)
		Drinking Places (Alcoholic Beverages) (5813)	

SIC No		Description	
		Drinking Places (Alcoholic Beverages) (5813)	
59	Additional retail stores as listed:		
		Drug stores and proprietary stores (5912)	X (5)
		Wine and liquor stores (5921)	X (5)
		Antique stores (5932)	X (5)
		Sporting Goods Stores and Bicycle Shops (5941)	X (5)
		New and used book stores (5942)	X (5)
		Card and stationary stores (5943)	X (5)
		Jewelry Stores (5944)	X (5)
		Craft, hobby, toy, and game stores (5945)	X (5)
		Camera and Photographic Supply Stores (5946)	X (5)
		Gift, novelty, and souvenir shops (5947)	X (5)
		Luggage and Leather Goods Stores (5948)	X (5)
		Sewing and needlework stores (5949)	X (5)
		Nonstore Retailers (5961-5963)	
		Art supply stores (5999)	X (5)
		Art dealers (5999)	X (5)
		Baking and cake decorating supply stores (5999)	X (5)
		Cosmetic stores (5999)	X (5)
		Pet shop (no outside runs allowed) (5999)	X (5)
	FINANCIAL, INSURANCE, AND REAL ESTATE		
60	Depository institutions:		
		Central Reserve Depositories	X (1)
		Commercial banks (6021-6029)	X (1)
		Savings institutions (6035-6036)	X (1)
		Credit unions (6061-6062)	X (1)
		Foreign bank, branches, and agencies (6081-6082)	X (1)
		Non-deposit trust facilities (6091) Functions Closely Related to Banking excludes check cashing, credit access businesses, and motor vehicle title loans (as defined in Chapter 393 of the Texas Financial Code)	X (1)
		Automated clearinghouses, check clearinghouse associations, clearinghouse associations bank or check, deposit brokers, electronic funds transfer networks including switching, escrow institutions other than real estate, fiduciary agencies, other than real estate or trust, money order issuance, regional clearinghouse association, representative offices of foreign banks excluding agents and branches, safe deposit companies, tax certificate sale and redemption agencies, traveler's check issuance (6099)	X (1)
61	Non-depository institutions:		
		Federal and federal-sponsored credit (6111)	X (1)
		Personal credit institutions (6141)	X (1)
		Business credit institutions (6153-6159)	X (1)
		Mortgage bankers and brokers (6162-6163)	X (1)
62	Security and Commodity Brokers		
		Security Brokers (6211 - 6289)	X (1)
63-64	Insurance Carriers, Agents, Brokers		
		Insurance carriers (6311-6399)	X (1, 12)
		Insurance agents, brokers and service (6411)	X (1, 12)
65	Real Estate:		
		Operators of non-residential buildings (6512)	X

SIC No		Description	
		Operators of apartment buildings (off-site management only) (6513)	X
		Operators of dwellings other than apartment buildings (6514)	X
		Real estate agents and managers (6531)	X
		Title abstract offices (6541)	X
67	Holding and other investment offices:		
		Holding and other investment offices, open-end (6722, 6723-6799)	X
		Management investment offices, open-end (6722, 6723-6799)	X
	SERVICES		
70	Hotels and other lodging places:		
		Hotels (7011)	X (1)(10)
72	Personal services:		
		Garment pressing (laundries and dry cleaners) (7212)	
		Photographic studies, portrait (7221)	X (6)(12)
		Beauty shops (7231)	X (6)
		Barber shops (7241)	X (6)
		Shoe repair and shoeshine parlors (7251)	
		Funeral Service and Crematories (7261)	
		Tax Preparation Services (7291)	X (6)
		Formal Wear and Costume Rental (7299)	
		Professional, Scientific, and Technical Services including consumer credit and debt counseling services (7299)	X (6)
		Employment Placement Agencies (7299)	X (6)
		Other support services including consumer bartering services (7299)	X (1)(6)
		Diet and Weight Reducing Centers (7299)	X (6)
		Personal Care Services including personal caregivers, companions, personal attendants, home care aides and direct support professionals (7299)	X (6)
73	Business services:		
		Advertising agencies (7311)	X (12)
		Outdoor advertising services (7312)	X (12)
		Radio, television, and publishers' representatives (7313)	X (12)
		Advertising services (7319)	X (11)(12)
		Credit reporting and collection (7322-7323)	X (12)
		Mailing, reproduction, stenographic (7331-7338)	X (12)
		Equipment Rental and Leasing, N.E.C. (7359) but limited to: Party Supplies Rental and Leasing, Electronic Equipment except Medical and Computer.	X (1)(11)(12)
		Personal supply services (7361-7363)	X (12)
		Computer programming services (7371)	X (12)
		Computer and data processing (7371-7379)	X (12)
		Sound Recording Studios and other sound recording industries (7389)	X (12)
		Data Processing, Hosting, and Related services (7389)	X (12)
		Other information services including press clipping services and stock photo agencies (7389)	X (12)
		Financial Transactions Processing, Reserve and Clearinghouse activities (7389)	X (12)
		Other legal services including process services, patent agents, notaries public and paralegal services (7389)	X (12)
		Drafting Services (7389)	X (12)
		Building Inspection Services (7389)	X (12)
		Surveying and Mapping (except Geophysical) Services (7389)	X (12)
		Interior Design Services (7389)	X (12)
		Industrial Design Services (7389)	X (12)
		Other Specialized Design Services (7389)	X (12)
		Advertising Material Distribution Services (7389)	X (12)

SIC No		Description	
		Translation and Interpretation Services (7389)	X (12)
		Document Preparation Services (7389)	X (12)
		Telephone Answering Services (7389)	X (12)
76	Miscellaneous repair services:		
		Electrical repair shops (7622-7629)	
		Electrical and electronic repair shops (7629)	
		Watch, clock and jewelry repair (7631)	X(6)(12)
		Reupholstery and furniture repair (7641)	
		Motion picture theaters (no drive-in) (7832)	
		Video tape rental (7841)	
79	Amusement and recreation services:		
		Producers, orchestras and entertainers (7922-7929)	X
		Bowling centers (7933)	X
		Professional Sports Clubs & Promoters (7941)	X
		Physical fitness facilities (7991)	X
		Amusement Parks (7996)	X
		Membership sports and recreation clubs (7997)	X
		Amusement and recreation services not otherwise classified (7999) but limited to: Baseball instruction, Bridge club (non-membership), Bridge instruction, Day camps, Fishing piers and lakes, operation,**Gymnastics instruction, Handball courts (non- membership), Lifeguard service, Miniature golf courses, operation, Racquetball courts (non-membership), Rental of bicycles, rowboats and canoes, Schools and camps, baseball instruction, sports instructional, Scuba and skin-diving instruction, Swimming instruction, Swimming pools (non-membership), Tennis clubs (non- membership),Tennis courts, indoor and outdoor operation (non-membership), Waterpark w/hotel, Restaurant w/arcade	X
		Yoga instruction and studios	X (12)
		Art and music instruction and studios	X (12)
		Dance studios, schools, and halls (7911)	X
		Martial arts (judo, karate, etc.) instruction	X
80	Health services:		
		Offices & clinics of medical doctors (8011)	X
		Offices & clinics of dentists (8021)	X
		Offices of osteopathic physicians (8031)	X
		Offices of other health practitioners (8041-8049)	X
		Offices of veterinarians (no outdoor runs or livestock permitted) (0742)	X
		Health and Allied Services, NEC (8092-8099) Includes massage establishments (as defined by Chapter 454 of the Texas Occupation Code)	X
		Nursing and other personal care facilities (8051-8059)	X (1)
		Hospitals (8062-8069)	X
		Medical and Dental Laboratories (8071-8072)	X
		Home Health Care Services (8082)	X
		Health and Allied Services, NEC (8092-8099)	X
81	Legal Services:		
		Legal services (8111)	X
82	Educational services:		
		Elementary and secondary schools (8211)	X (1)(8)
		Colleges and Universities (8221-8222)	X (1)
		Libraries (8231)	X (1)
		Vocational Schools (8243-8249)	X (1)
		Schools and Educational Services, NEC (8299)	X (1)
83	Social services:		

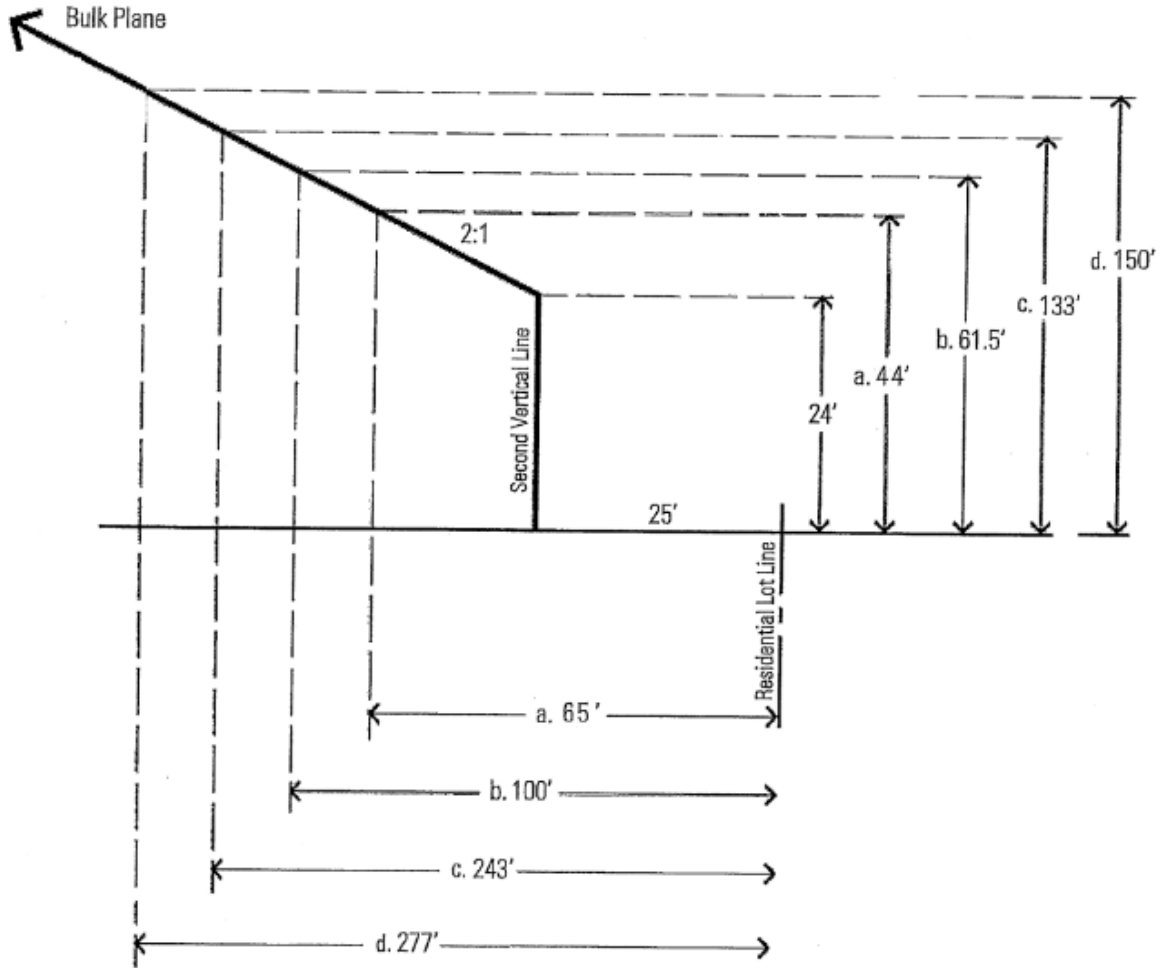
SIC No		Description	
		Individual and family services (8322) but limited to: Adoption Services, Adult Day Care Centers, Family Counseling Services, Marriage Counseling Services, Telephone Consulting Services, Traveler's Aid Centers	X
		Child day care services (8351)	X (1)(8)
		Residential care (8361); but limited to the following two types of residential care: Homes for the aged, with health care incidental and rest homes, with health care incidental	X (1)(9)
84	Museums, botanical gardens:		
		Museums and art galleries (8412)	X
		Botanical and zoological gardens (8422)	
86	Membership organizations:		
		Business associations (8611)	X
		Professional organizations (8621)	X
		Labor organizations (8631)	X
		Civic and social organizations (8641)	X
		Political organizations (8651)	X
		Religious organizations (8661)	X
		Misc. membership organization (8699)	X
87	Engineering, accounting, research, management, and related services:		
		Engineering services (8711)	X (12)
		Architectural services (8712)	X (12)
		Surveying services (8713)	X (12)
		Accounting, auditing, and bookkeeping services (8721)	X (12)
		Research and testing services (8731-8734)	X (12)
		Management consulting services (8742)	X (12)
		Public relation services (8743)	X (12)
		Misc. business consulting services (8748)	X (12)
89	Service, not elsewhere classified:		
		Service, NEC (8999)	X
91	Executive, legislative, and general:		
		Public Administration (9111-9119)	X
92	Justice, public order, and safety:		
		Courts (9211)	X
		Police protection (9221)	X
		Legal counsel and prosecution (9222)	X
		Fire protection (9224)	X
		Public order and safety (9229)	X
93	Finance, taxation, and monetary policy:		
		Finance, taxation, and monetary policy (9311)	X
94	Administration of human resources:		
		Administration of human resources (9411-9451)	X

SIC No		Description	
95	Environmental quality and housing (no outdoor storage/display) (9511-9532)		X
96	Administration of economic programs (9611-9661)		X
99	ESTABLISHMENTS	Adult day care (99)	X
		Dwellings – single family attached (townhomes) (99)	X
		Dwellings – live/work (99)	X
		Dwellings – urban home (99)	X
		Parks/recreational facilities, public or private (99)	X
		Residential cleaning services (99)	X
		Corporate professional offices, not retail (99)	X

Permitted Uses Conditions

1. Subject to additional minimum landscape buffer requirements: Hedges at least three feet in height at the time of planting, screening the parking areas from Public Street view.
2. Use limited to enclosed building with no outdoor storage.
3. Subject to a maximum of 10,000 square feet gross leasable area per store.
4. Subject to a maximum of 20,000 square feet gross leasable area per store.
5. Subject to a maximum of 8,000 square feet of gross leasable area per store.
6. Ancillary use only; use prohibited within single-tenant building or multi-tenant retail center.
7. Not used
8. Conditions for Elementary and Secondary Schools (SIC 8211) and Child Care Services (SIC 8351)
 - a. Shall be developed in accordance with an approved traffic circulation plan and traffic study to include on-site queuing.
 - b. Must provide dedicated outside or inside recreation areas, and shall not retrofit parking lots for recreational areas.
9. Residential Care Facilities and Rest Homes shall provide the following: (SIC 8361)
 - a. Common food service area
 - b. Weekly housekeeping service
10. Limited to full service or select service hotels only.
11. Limited to office with no outdoor storage on site or overnight parking.
12. Considered appropriate for any Live/Work units.

Exhibit B-3 Bulk Plane Diagram



$$\begin{array}{r} \text{a.} \quad 65 \\ - 25 \\ \hline 40 \div 2 = 20 \\ + 24 \\ \hline 44 \end{array}$$

$$\begin{array}{r} \text{b. } 61.5 \\ - 24 \\ \hline 37.5 \times 2 = 75 \\ + 25 \\ \hline 100 \end{array}$$

$$\begin{array}{r} \text{c. } 133 \\ - 24 \\ \hline 109 \times 2 = 218 \\ + 25 \\ \hline 243 \end{array}$$

$$\begin{array}{r} \text{d. } 150 \\ - 24 \\ \hline 126 \times 2 = 252 \\ + 25 \\ \hline 277 \end{array}$$

Exhibit B-4: Imperial Development Approved Landscape Materials

To meet landscaping standards include, but not specifically limited the following. The Director may approve alternative landscape materials not specified in this article if the Director determines that an alternative is substantially equal to or better than a specified material and the use thereof will not violate any provision of this article:

Trees:

River Birch	(<i>Betula nigra</i> 'Dura Heat')
Pecan	(<i>Carya illinoensis</i>)
Fringe Tree	(<i>Chionanthus virginicus</i>)
Japanese Blueberry	(<i>Elaeocarpus decipiens</i>)
Nellie R. Stevens Holly	(<i>Ilex x attenuata</i> 'Nellie R. Stevens')
Savannah Holly	(<i>Ilex attenuata</i> 'Savannah')
Southern Magnolia	(<i>Magnolia grandiflora</i>)
Date Palm	(<i>Phoenix dactylifera</i> 'Medjool' or 'Zahidi')
Loblolly Pine	(<i>Pinus taeda</i>)
Texas Pistache	(<i>Pistacia texana</i>)
Sycamore	(<i>Platanus occidentalis</i>)
Bur Oak	(<i>Quercus macrocarpa</i>)
Chinkapin Oak	(<i>Quercus muehlenbergii</i>)
Monterey Oak	(<i>Quercus polymorpha</i>)
Water Oak	(<i>Quercus nigra</i>)
Live Oak	(<i>Quercus virginiana</i>)
Shumard Oak	(<i>Quercus shumardii</i>)
Bald Cypress	(<i>Taxodium distichum</i>)
Pond Cypress	(<i>Taxodium ascendens</i>)
Cedar Elm	(<i>Ulmus crassifolia</i>)
Bosque or Drake Elm	(<i>Ulmus parvifolia</i> 'Bosque' or 'Drake')
California Fan Palm	(<i>Washingtonia filifera</i>)
Mexican Fan Palm	(<i>Washingtonia robusta</i>)

Small & Ornamental Trees:

Texas Redbud	(<i>Cercis canadensis</i> 'var. texensis')
European Fan Palm	(<i>Chamaerops humilis</i>)
Desert Willow	(<i>Chilopsis linearis</i>)
Smokebush	(<i>Cotinus obovatus</i>)
Loquat	(<i>Eryobotrya japonica</i>)
Foster Holly	(<i>Ilex x attenuata</i> 'Fosterii')
Possumhaw Holly	(<i>Ilex decidua</i>)
Yaupon Holly	(<i>Ilex vomitoria</i>)
Columnar Juniper	(<i>Juniperus spp.</i>)
Crape Myrtle	(<i>Lagerstroemia indica</i> 'Basham's Pink', 'Natchez', 'Muskogee')
Little Gem Magnolia	(<i>Magnolia grandiflora</i> 'Little Gem')
Treeform (MT) Ligustrum	(<i>Ligustrum japonicum</i>)
Saucer Magnolia	(<i>Magnolia x soulangeana</i>)

Imperial Development Approved Landscape Materials

Small & Ornamental Trees (cont'd):

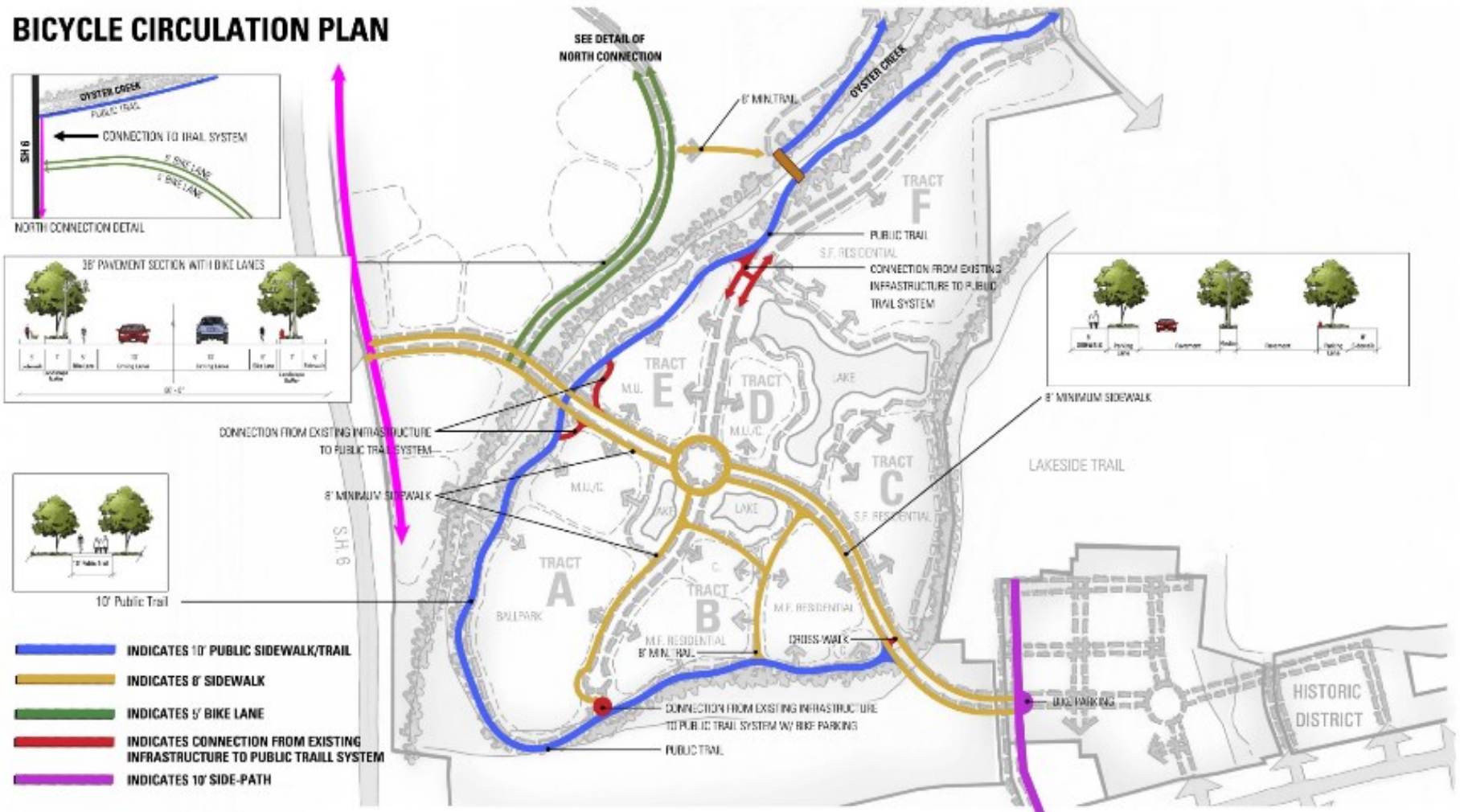
Sweetbay Magnolia	(<i>Magnolia virginiana</i>)
Tree Wax Myrtle	(<i>Myrica cerifica</i>)
Mexican Plum	(<i>Prunus mexicana</i>)
Texas Sable Palm	(<i>Sabal texana</i>)
Texas Mountain Laurel	(<i>Sophora secundiflora</i>)
Windmill Palm	(<i>Trachycarpus fortunei</i>)
Chaste Tree	(<i>Vitex agnus-castus</i>)

Shrubs:

(Abelia x grandiflora 'Prostrata', 'Sherwoodi', Edward Goucher')	
Dwarf Bottlebrush	(<i>Callistemon citrinus</i> 'Austraflora', 'Firebrand', 'Little John', and 'Splendens')
Japanese Cleyera	(<i>Ternstroemia gymnathera</i>)
Sago Palm	(<i>Cycas revoluta</i>)
Umbrella Plant	(<i>Cyperus alternifolius</i>)
African/Butterfly Iris	(<i>Dietes iridioides</i> , <i>Dietes bicolor</i>)
Elaeagnus Ebbingei	(<i>Elaeagnus macrophylla</i>)
Silverberry	(<i>Elaeagnus fruilandi</i>)
Pineapple Guava	(<i>Feijoa sellowiana</i>)
Red Yucca	(<i>Hesperaloe parviflora</i>)
Barbados Cherry	(<i>Malpighia Glabra</i>)
Fatsia	(<i>Fatsia japonica</i>)
Dwarf Burford Holly	(<i>Ilex cornuta</i> 'Burfordii Nana')
Chinese Holly	(<i>Ilex cornuta</i> 'Rotunda')
Dwarf Yaupon	(<i>Ilex vomitoria</i> 'Nana')
Louisiana Iris	(<i>Iris louisiana</i>)
Dwarf Crape Myrtle	(<i>Lagerstroemia indica</i> 'Nana')
Ligustrum	(<i>Ligustrum japonicum</i>)
Waxleaf Glossy Privet	(<i>Ligustrum lucidum</i>)
Fringe Flower	(<i>Loropetalum chinense</i>)
Maiden Grass	(<i>Miscanthus sinensis</i> var.)
Dwarf Wax Myrtle	(<i>Myrica pusilla</i>)
Nandina	(<i>Nandina domestica</i>)
Purple Fountain Grass	(<i>Pennisetum setaceum</i>)
Indian Hawthorn	(<i>Raphiolepis indica</i> 'Clara')
Shrub Rose	(<i>Rosa</i> spp. 'Knockout', 'The Fairy', 'Bonica', 'Carefree Wonder')
Society Garlic	(<i>Tulbaghia violacea</i>)
Sweet Viburnum	(<i>Viburnum</i> spp.)
Bridal Wreath Spirea	(<i>Spirea prunifolia</i>)
Oleander	(<i>Nerium oleander</i>)
Dwarf Oleander	(<i>Nerium oleander</i> 'Petite Pink', 'Little Red')
Plumbago	(<i>Plumbago auriculata</i>)
Dwarf Pomegranate	(<i>Punica granatum</i> 'Nana')
Kumquat	(<i>Fortunella</i> spp.)
Muhly Grass	(<i>Meuhlenbergia lindheimeri</i>)
Dwarf Maiden Grass	(<i>Miscanthus sinensis</i> 'Morning Light')

Exhibit B-5
Bicycle Circulation Plan

BICYCLE CIRCULATION PLAN

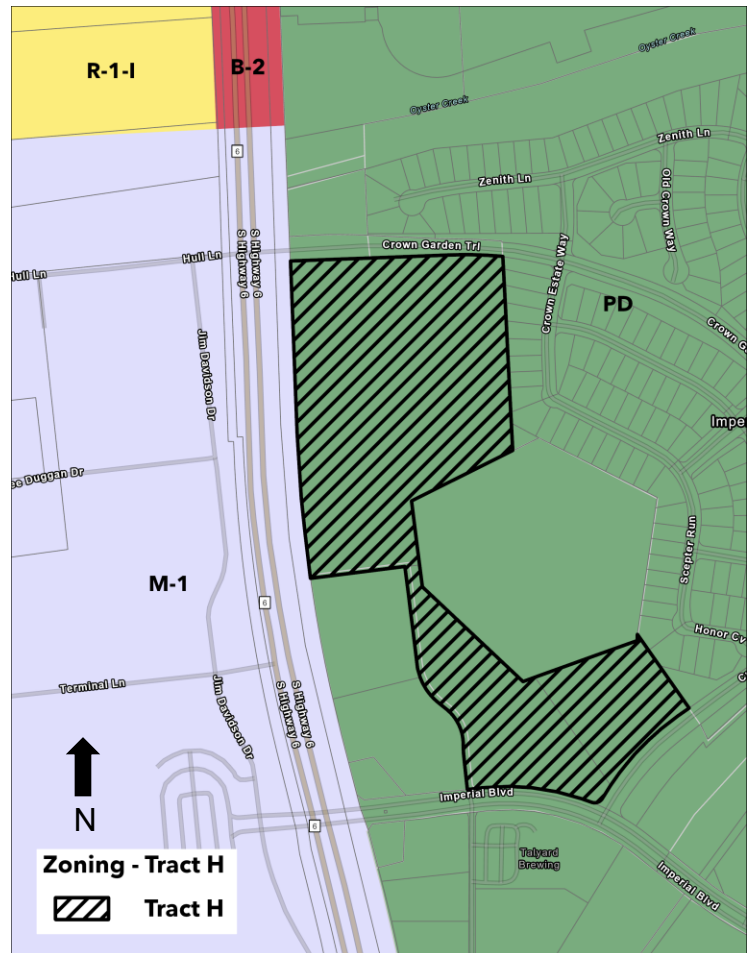




STAFF REPORT

IMPERIAL HIGHWAY 6 DISTRICT TRACT H GDP

This request is for a change of zoning from the overall Imperial GDP (Ord. No. 2284) to Imperial Highway 6 District Tract H GDP, which consists of approximately 30 acres east of Highway 6 between Imperial Blvd and Crown Garden Trail. The purpose for the change is to allow certain residential uses within Tract H. The new GDP will replace the existing GDP just for Tract H; the existing GDP was used as a starting point to create the new GDP. Below is a summary of the changes that were made to the overall Imperial GDP (Ord. 2284) to create the new General Development Plan specifically for Tract H.



Summary of Changes from Imperial General Development Plan (690 acres) to Imperial Highway 6 District Tract H General Development Plan (30 acres)

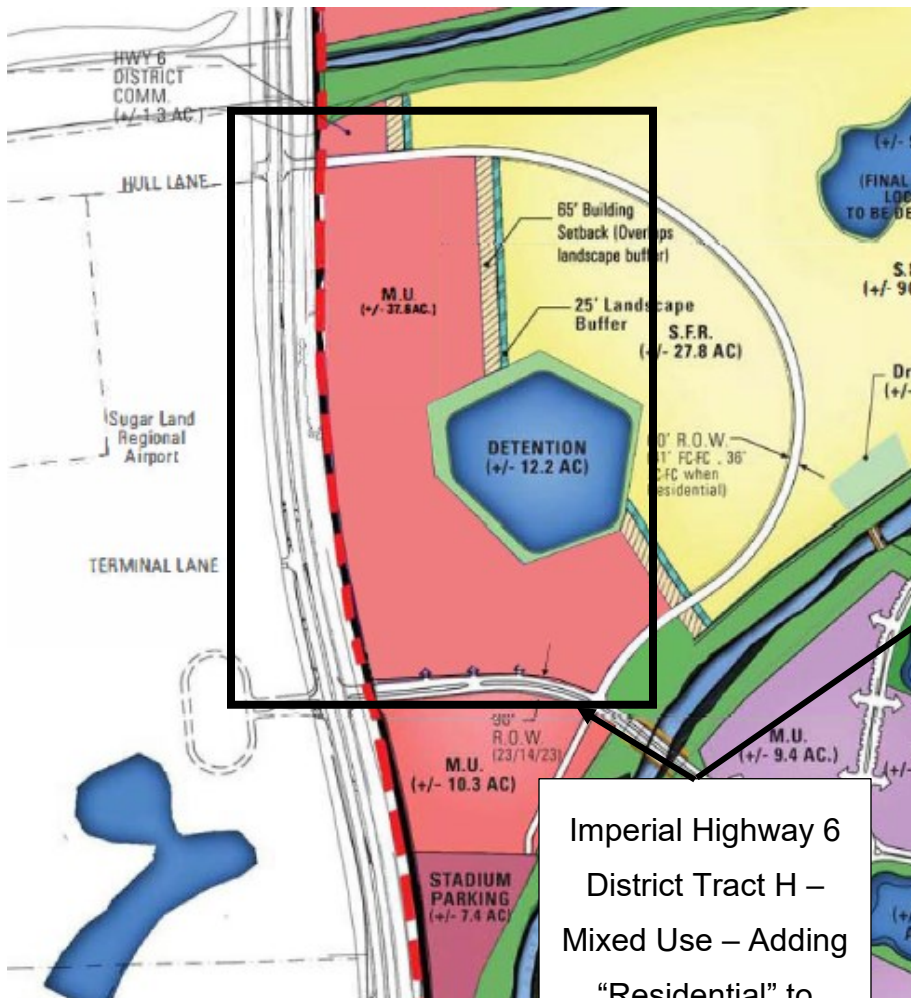
- Removed references and exhibits that do not pertain to Imperial Hwy 6 District Tract H, i.e. all regulations and exhibits for Ballpark District, Historic District, Residential District, etc.
- Added Permitted Uses and associated definitions for new uses:
 - Dwelling, Live/Work Unit
 - Dwelling, Single-Family Attached (Townhome)
 - Dwelling, Urban Home
 - *Note – Multiplex and Duplex are not included as Permitted Uses*
- Applied Townhome and Urban Home regulations from other Imperial districts to Highway 6 Tract H

Imperial Highway 6 District Tract H General Development Plan

- Revised Exhibit B-1, General Land Plan, to add “Residential” to Hwy 6 District Mixed Use
- Revised Exhibit B-2, Permitted Uses, to only include uses permitted in Hwy 6 District Tract H and associated conditions
 - Added Note (12) to indicate which nonresidential uses would be appropriate as part of Live/Work Units. These uses are consistent with those identified in the previous GDP for Live/Work Units in other parts of Imperial.

Imperial General Land Plan Excerpt

The proposed amendment includes a change to the Imperial General Land Plan, which is attached as Exhibit B-1. The change is to the legend – adding “Residential” to the “Mixed-Use” description for the Highway 6 Tract H area.



Imperial Highway 6
District Tract H –
Mixed Use – Adding
“Residential” to
Legend

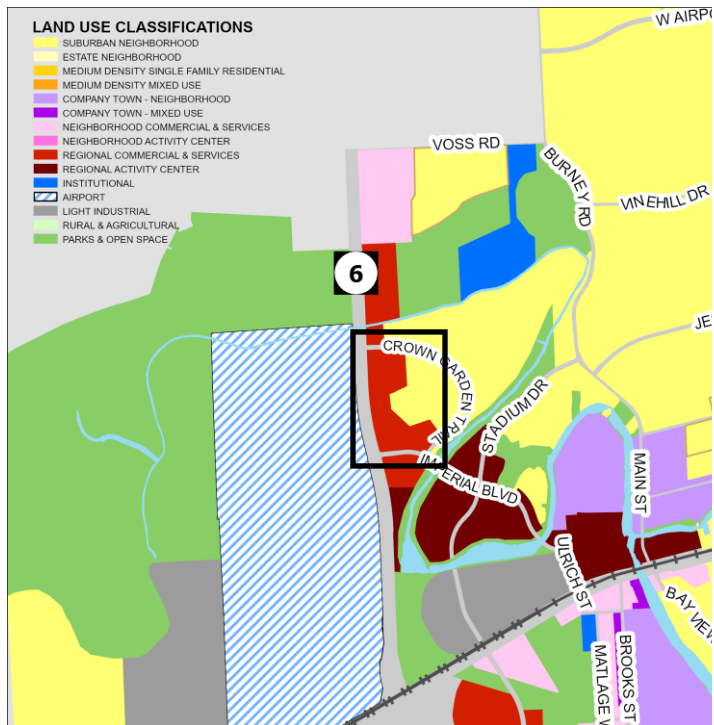
LAND USE LEGEND	
Ball Park: 27.4 Ac.	
	Ball Park Stadium & Parking
Comm: 25.8 Ac.	
	State Highway 6 Commercial
Mixed Use Districts	
Mixed-Use (Res./Retail): 57.7 Ac.	
	Mixed Use Ball Park District
Mixed-Use (Res./Retail): 45.8 Ac.	
	Historic Mixed-Use District
Mixed-Use (Retail/Hotel/Office/Residential): 60.1 Ac.	
	Mixed Use - SHB
Residential: 147.8 Ac.	
	Single Family
Business Park District: 44.5 Ac.	
	
Open Space: 256.7 Ac.	
	Oyster Creek Waterway
	Drainage/Retention/Lakes System
	Detention
	Park/Nature Preserve/Open Space/Roadways
Utilities 25.6 Ac.	
	Drill Sites (2) and Surface Water Treatment Plant (1)
Circulation 24.0 Ac. (Proposed ROW)	
	Thoroughfares & Collector Streets
	Planned Development District Boundary (PDD)
PROJECT TOTAL ACREAGE:	716.0 Ac.

Imperial Highway 6 District Tract H General Development Plan

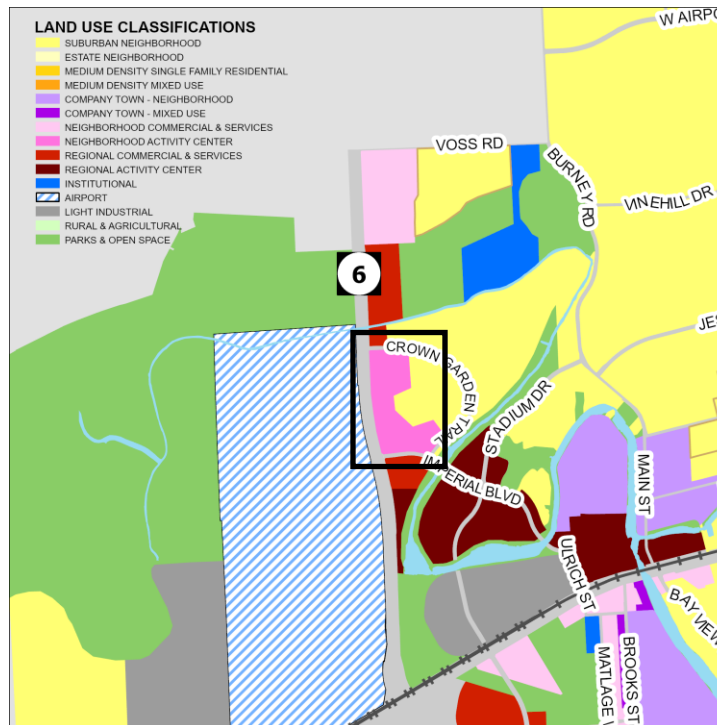
Future Land Use Map

The Future Land Use Map currently designates the area as Regional Commercial and Services. However, as part of the effort to add residential to Tract H, staff is bringing forward an amendment to the Future Land Use Map to change the designation to Neighborhood Activity Center. On January 23, 2025 the Commission unanimously recommended approval of this change to City Council; City Council will consider the change on April 15. The proposed GDP is consistent with this proposed change.

Current Future Land Use: Regional Commercial and Services



Proposed Future Land Use: Neighborhood Activity Center



PUBLIC HEARING NOTICE

The Notice of Public Hearing was published in a newspaper of general circulation and posted on the City of Sugar Land's Public Hearings webpage. All property owners within 200 feet of the subject property were notified via mailers and provided with an information document; a sign was also placed at the site. Below is an image of the public hearing notice, the informational document, and a map of properties that received mailers. Notification of the public hearing was also provided to the Imperial HOA and messaging was included on NextDoor. The public hearing notice included a link to an online form that can be submitted to provide comments in advance of the meeting.



NOTICE OF PUBLIC HEARING

PROPOSED CITY-INITIATED PLANNED DEVELOPMENT (PD) – GENERAL DEVELOPMENT PLAN FOR IMPERIAL HIGHWAY 6 DISTRICT ALLOWING FOR SPECIFIC RESIDENTIAL LAND USES

City Council Public Hearing 5:30 p.m., April 15, 2025, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North, hosted via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live> and Sugar Land Comcast Subscribers can also tune-in on Channel 16, to hear all persons interested in the proposed PD – General Development Plan.

This is a city-initiated PD – General Development Plan (GDP) for Imperial Highway 6 – Tract H, approximately 30 acres of land located west of State Highway 6 between Imperial Boulevard and Crown Garden Boulevard in the Alexander Hodge League, Abstract Number 32. The proposed GDP will add residential uses to the Permitted Uses list for the property, which previously contained only non-residential uses. The GDP allows the following compact residential land uses on the property: Dwellings – Single-Family Attached (Townhomes), Urban Homes, and Live/Work.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under “Meeting Agendas” City Council no later than Friday, April 11, 2025. Request details or provide feedback on the proposed amendment online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Redevelopment Department at (281) 275-2229.

TEXAS SUGAR LAND

IMPERIAL HWY 6 RESIDENTIAL ADDITION

1. What is the City proposing for this property?

The City is proposing an update to its Land Use Plan and initial zoning for Imperial Highway 6 Tract H (pictured). If approved, this change would allow for compact residential development, in addition to commercial and office uses, on Tract H. To complete the zoning process, another step, including a public hearing, would still be needed in order for residential uses to be developed.

2. Why is this necessary?

The current zoning of this property only permits office and commercial uses—not residential, which is needed. Sugar Land is experiencing a growing need for housing, which is crucial for supporting the local economy. There have been a number of inquiries from developers interested in developing compact housing on this property, but this is not allowed under the current zoning.

3. What is a Land Use Plan?

A Land Use Plan is a strategic guide developed by the City, outlining how to use its remaining land wisely as the city grows. It ensures that the community has the right mix of homes, businesses, parks, and other spaces to meet residents' needs and support a strong local economy. With less than 4% vacant land remaining in Sugar Land, it's important to maximize all available space to foster sustainable development and secure a vibrant future for the community.

4. What is compact housing?

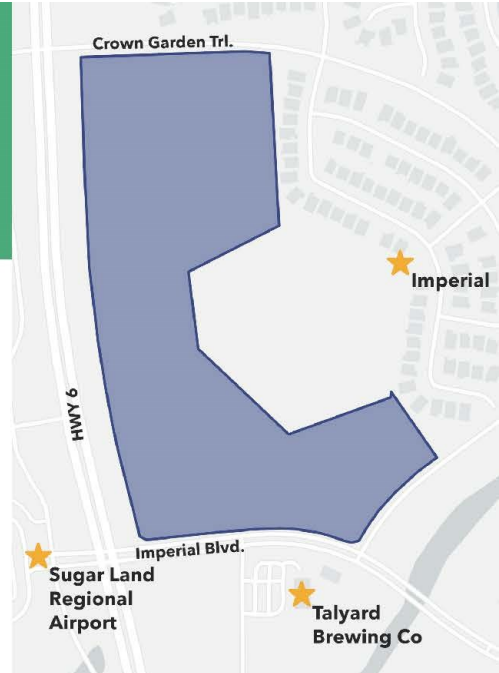
Compact housing refers to designing and building homes on smaller lots that maximize the use of limited land. This can include townhomes and urban homes, which are residential housing types designed to fit more homes into a smaller area. Compact housing is meant to promote walkable, vibrant neighborhoods by placing homes closer to local shops, parks and other amenities. There are existing examples of compact housing here in Imperial. (See pictured)

CONTACT US



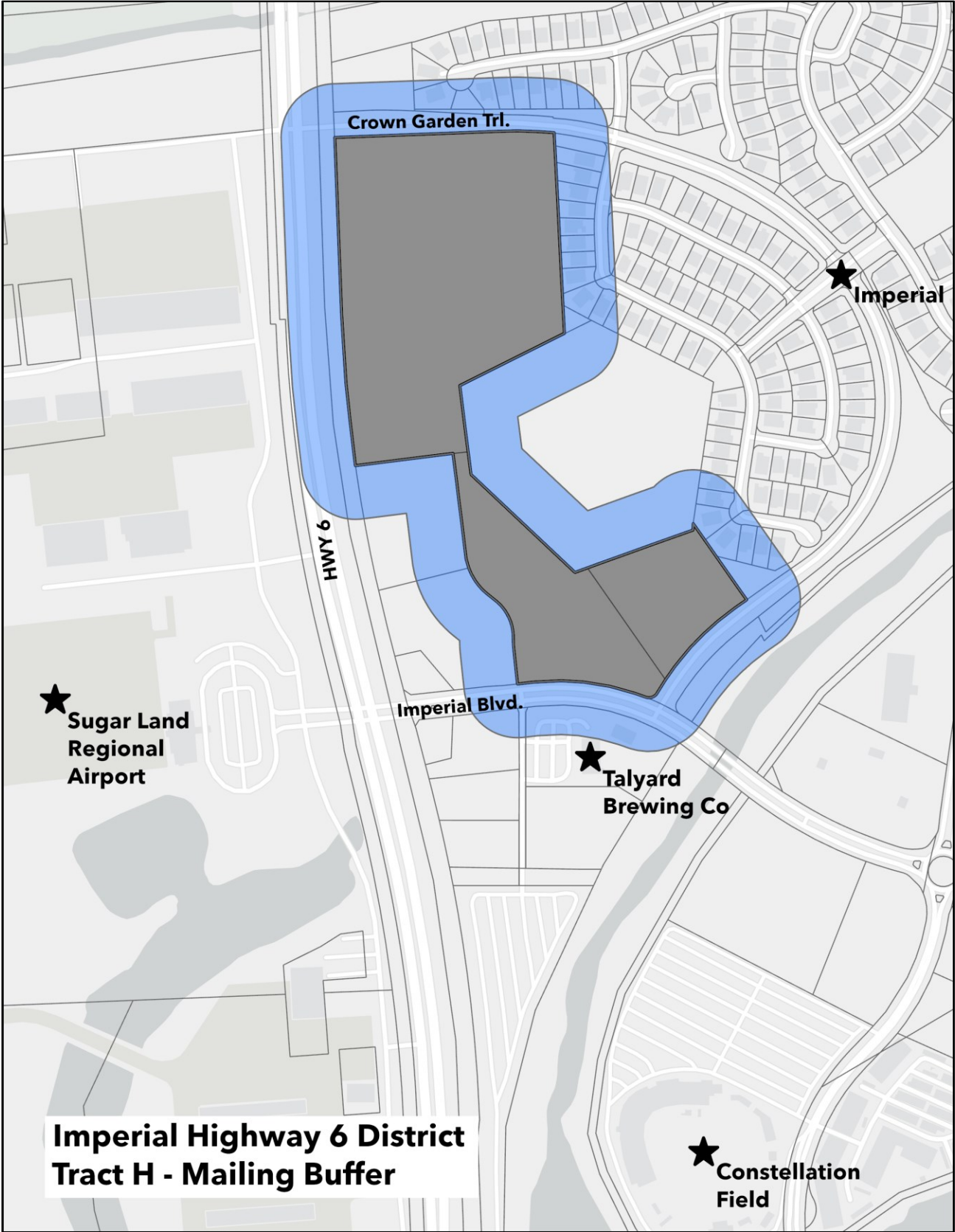
RUTH LOHMER

ASSISTANT DIRECTOR OF REDEVELOPMENT
RLOHMER@SUGARLANDTX.GOV



IMPORTANT DATES

- Community Meeting: March 6
- Public Hearing Notice: March 12
- Public Hearing: March 27





City Council Agenda Request May 6, 2025

Agenda Request No: X.B.

Agenda of: City Council Meeting

Initiated by: Ruth Lohmer, Redevelopment Planning Manager

Presented by: Ruth Lohmer, Redevelopment Planning Manager

Responsible Department: Redevelopment

Agenda Caption:

SECOND CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2366:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE LAND USE DESIGNATION OF THE IMPERIAL (HWY 6) AREA ON THE FUTURE LAND USE MAP IN SECTION 5 OF CHAPTER 6 LAND USE PLAN OF THE CITY OF SUGAR LAND COMPREHENSIVE PLAN.

Recommended Action:

Approve Ordinance No. 2366 on second reading, amending the Future Land Use Map in Section 5 of Chapter 6 Land Use Plan of the Comprehensive Plan.

Executive Summary:

The purpose of this agenda item is to consider, on second reading, Ordinance No. 2366, amending the Future Land Use Map in Section 5 of Chapter 6 Land Use Plan of the Comprehensive Plan.

On April 15, 2025, City Council held a public hearing and considered the ordinance on first reading. During the public hearing, one member of the public spoke, expressing concern about adding residential to the area and limited community outreach. City Council discussion focused on community outreach. City Council approved the ordinance on first reading in a 5-1 vote.

The following information was provided to the City Council in the agenda item for the public hearing and first reading.

Background

The proposed amendment to the Future Land Use Map for the Imperial (Hwy 6) area, located between Imperial Boulevard and Crown Garden Trail aims to change the land use designation from Regional Commercial and Services to Neighborhood Activity Center, enabling compact residential development alongside a mix of commercial and office uses. This amendment

reinforces the Land Use Plan’s objective of “provid[ing] housing opportunities to meet the needs for people of all ages and in all stages of life.”

The proposed change addresses the area’s prolonged vacancy and ongoing inquiries about residential uses on the property. It aligns with Goal 3: Encouraging Residential Options in the City’s Land Use Plan, and supports City Council’s Strategic Action Plan initiative, Fostering Sensitive Redevelopment, which prioritizes forward-thinking housing solutions. As noted on page 47 of the Land Use Plan, “smaller scale single-family options should be located adjacent to or part of Regional or Neighborhood Activity Centers and serve as a transition between the activity in these Centers and existing single-family homes.”

The Neighborhood Activity Center designation promotes a walkable, mixed-use environment. Zoning regulations, including the coinciding consideration of a PD General Development Plan and future Final Development Plans, will help further refine this vision.

Planning & Zoning Commission Review

The Commission held a public hearing on January 23, 2027 and unanimously recommended approval of the Future Land Use Map amendment. The Commission simultaneously discussed the Future Land Use Map amendment with the corresponding PD General Development Plan. The public comment and Commission discussion focused largely on the PD General Development Plan rather than the Future Land Use Map amendment.

Recommendation

The Planning and Zoning Commission unanimously recommended approval of the Future Land Use Map amendment from Regional Commercial and Services to Neighborhood Activity Center for the Imperial Highway 6 area.

Staff recommends the approval of Ordinance No. 2366 on second reading, amending the Future Land Use Map in Section 5 of Chapter 6 Land Use Plan of the Comprehensive Plan.

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 2366_Land Use Plan Amendment for Imperial Hwy 6
2. Future Land Use Map - Existing vs. Proposed
3. Neighborhood Activity Center Description
4. Compact Residential Examples

ORDINANCE NO. 2366

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE LAND USE DESIGNATION OF THE IMPERIAL (HWY 6) AREA ON THE FUTURE LAND USE MAP IN SECTION 5 OF CHAPTER 6 LAND USE PLAN OF THE CITY OF SUGAR LAND COMPREHENSIVE PLAN.

WHEREAS, Chapter 213 of the Local Government Code authorizes the City to adopt a comprehensive plan for the long-range development of the City; and

WHEREAS, the plan may:

- (1) Include provisions on land use, transportation, and public facilities;
- (2) Consist of a single plan or a coordinated set of plans organized by subject matter and geographic area; and
- (3) Be used to coordinate and guide the establishment of development regulations; and

WHEREAS, by the adoption of Ordinance No. 2119 on August 7, 2018, the City Council approved an update to Chapter 6 Land Use Plan of the City of Sugar Land Comprehensive Plan; and

WHEREAS, the City wishes to amend the Future Land Use Map in Section 5 of Chapter 6 Land Use Plan for the Imperial (Hwy 6) area, approximately 53 acres of land located between Imperial Boulevard and Crown Garden Trail, by changing the land use designation from Regional Commercial and Services to Neighborhood Activity Center; and

WHEREAS, the proposed amendment has been reviewed by the City's Planning and Zoning Commission, as required by law, and the Planning and Zoning Commission held a public hearing on the amendment to the Land Use Plan on January 23, 2025; and

WHEREAS, the Planning and Zoning Commission recommended approval of the amendment; and

WHEREAS, the City Council held a public hearing on the amendment to the Land Use Plan on April 15, 2025, at which the public was given an opportunity to give testimony and present written evidence as required by law; and

WHEREAS, the City Council finds that the Land Use Plan amendment complies with the City's Comprehensive Plan and now deems it appropriate to make such revisions to the Imperial (Hwy 6) area of the Future Land Use Map; NOW, THEREFORE:

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

Section 1. That the facts and recitations set forth in the preamble to this ordinance are hereby declared true and correct and are incorporated herein.

Section 2. That the Future Land Use Map in Section 5 of Chapter 6 Land Use Plan of the City of Sugar Land Comprehensive Plan is amended as shown on Exhibit A, attached to and incorporated into this ordinance.

APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:



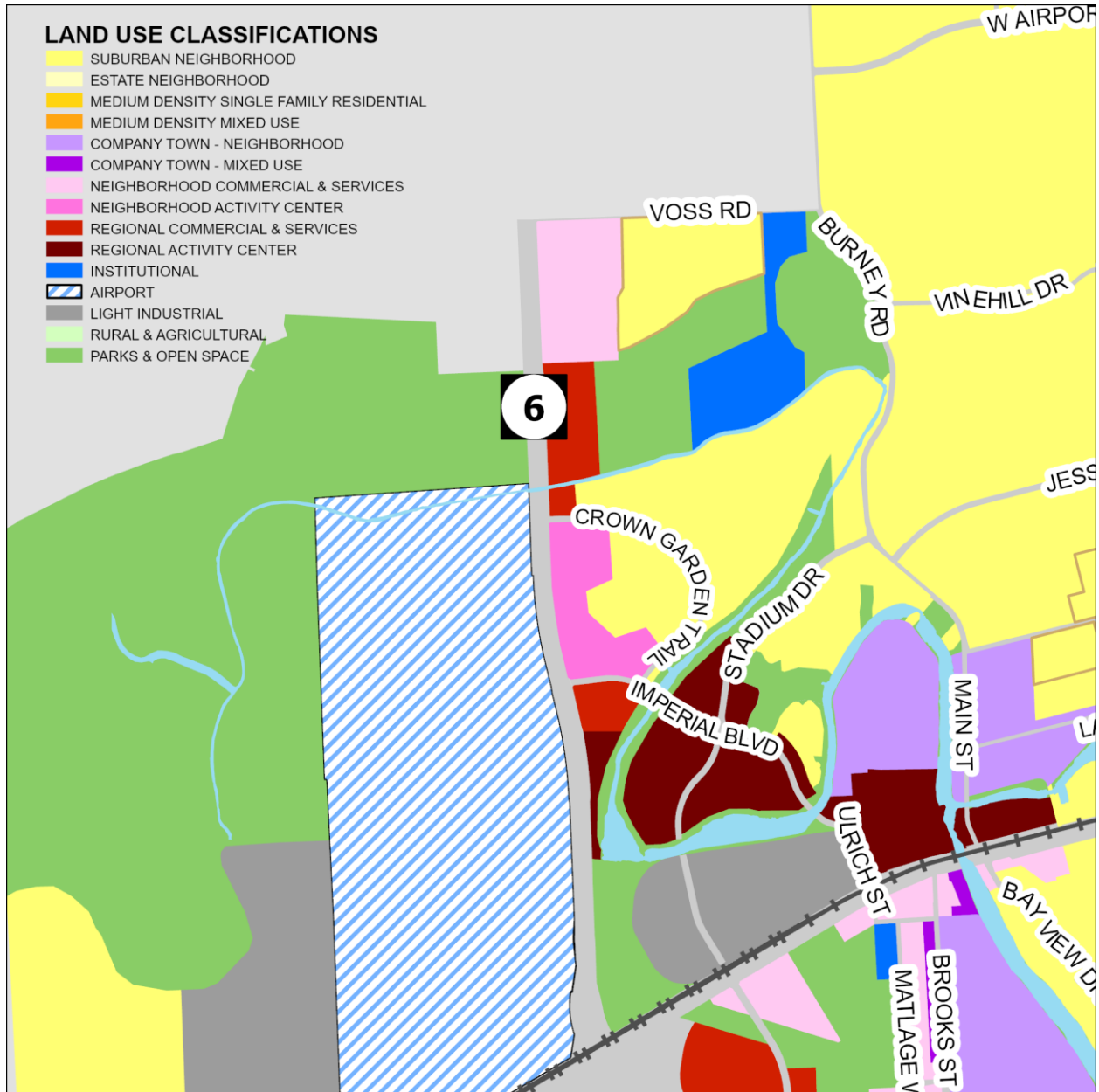
Linda Mendenhall, City Clerk

Attachment:

Exhibit A: Area of Proposed Change to Future Land Use Map - Imperial (Hwy 6) Area

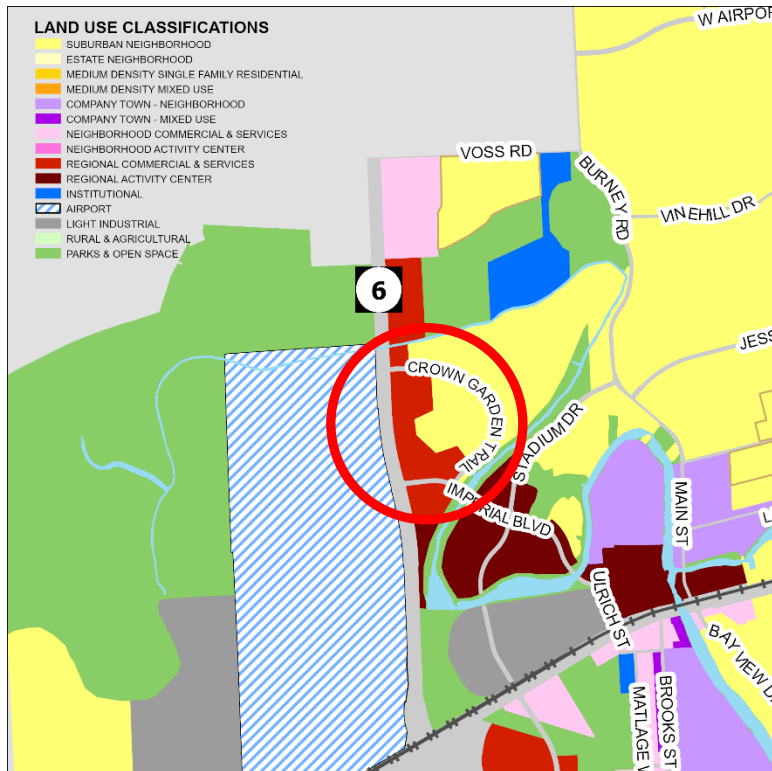
Exhibit A

Area of Proposed Change to Future Land Use Map - Imperial (Hwy 6) Area

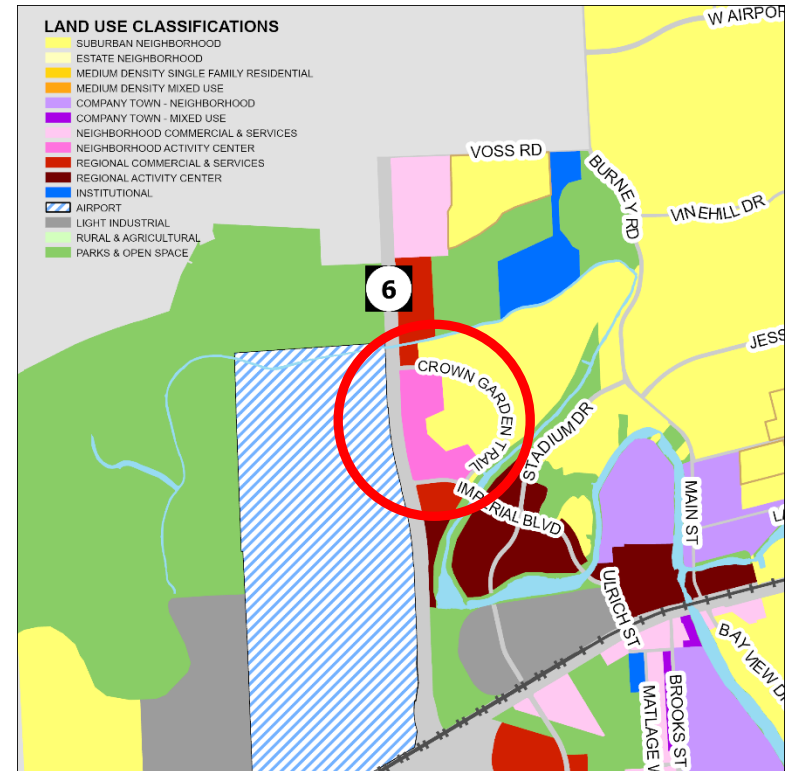


Future Land Use Map Existing vs. Proposed

Existing



Proposed





Neighborhood Activity Center (NAC)

This category envisions Neighborhood Activity Centers to be small commercial centers that act as a “main street” for nearby neighborhoods. Neighborhood Activity Centers will be mixed use and walkable and they will be small in scale and designed to serve the surrounding neighborhoods. They should include retail, may also include office space for small companies and professionals, and compact forms of residential such as townhomes, urban homes, cottage court homes, senior living and multi-family (condo ownership or rental). Where multi-family is included in the redevelopment of an area designated as a Neighborhood Activity Center, it should be vertically mixed with other uses or activate the adjacent pedestrian realm in another way (See Goal 3, Policy c).

Buildings in Neighborhood Activity Centers can range from low-rise to mid-rise, but mid-rise buildings should be located at least 250 feet away from any detached single-family residential. Each Neighborhood Activity Center should be designed to be walkable, with buildings facing onto wide sidewalks that provide lighting, shade, and other pedestrian amenities. Each should have a small central public space for gathering.

Neighborhood Activity Centers are located on Arterial streets (as defined by the Thoroughfare Plan) and should be linked to the surrounding neighborhoods by hike and bike trails.

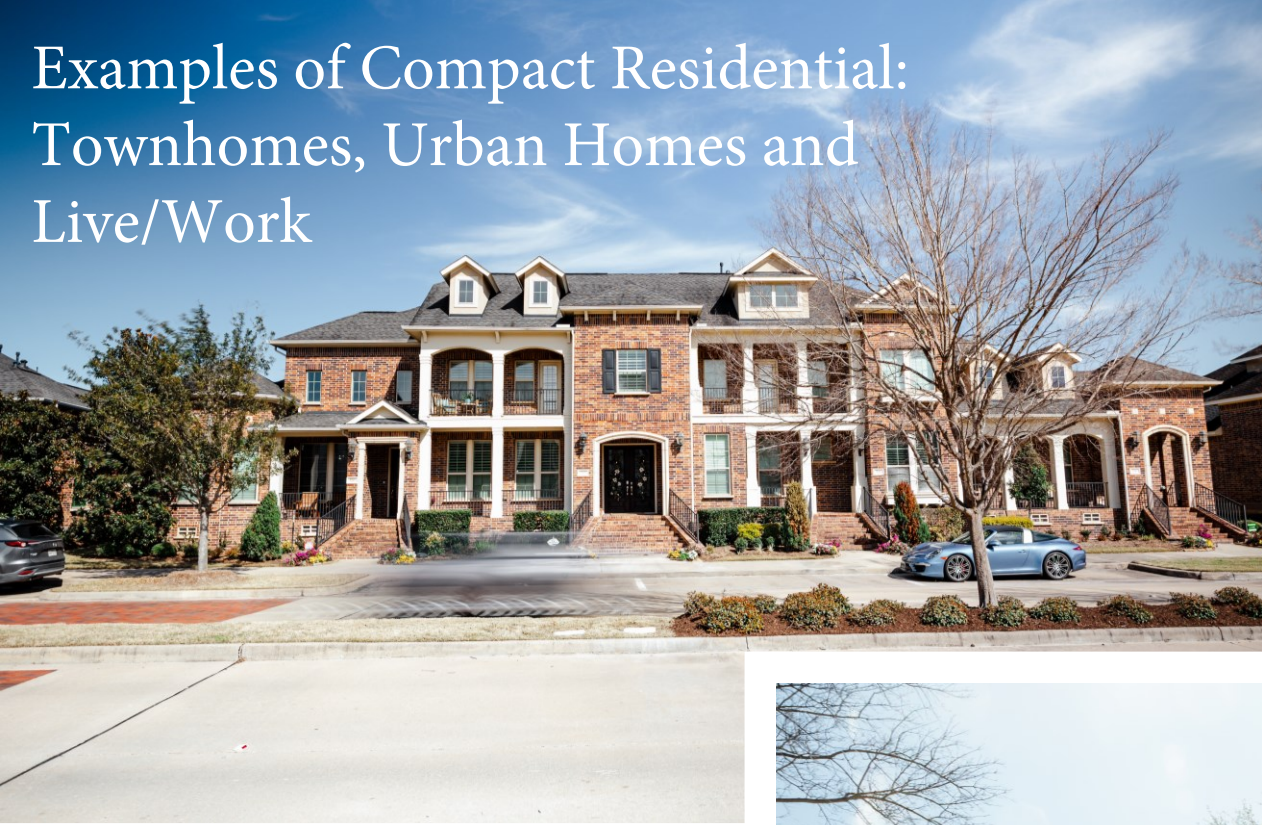
Low Rise: 1-3 stories *Mid Rise: 4-6 stories* *High Rise: 7+ stories*



Neighborhood Activity Centers may be created through redevelopment of existing commercial properties or as part of new developments. This category could be implemented through the Planned Development (PD) zoning district. The City may also consider creating a standard zoning designation for Neighborhood Activity Centers with development regulations that govern scale, walkability, and compatibility with adjacent uses. A school impact analysis should be performed if residential is proposed in a Neighborhood Activity Center.



Examples of Compact Residential:
Townhomes, Urban Homes and
Live/Work





City Council Agenda Request May 6, 2025

Agenda Request No: XI.A.

Agenda of: City Council Meeting

Initiated by: Ruth Lohmer, Redevelopment Planning Manager

Presented by: Ruth Lohmer, Redevelopment Planning Manager

Responsible Department: Redevelopment

Agenda Caption:

PUBLIC HEARING 6:00 P.M.: Receive and hear all persons desiring to be heard on the proposed Redevelopment Concept Plan for Lake Pointe Green, approximately 52 acres in The Lake Pointe Redevelopment District, located on Creek Bend Drive between Fluor Daniel Drive and Lake Pointe Parkway.

Recommended Action:

Hold joint public hearing on Redevelopment Concept Plan for Lake Pointe Green

Executive Summary:

The purpose of this agenda item is for City Council and Planning & Zoning Commission to hold a joint public hearing to receive public comment on a proposed Redevelopment Concept Plan for Lake Pointe Green, the 52-acre former Fluor campus. The 52-acre property was rezoned to the Lake Pointe Redevelopment (LPR) district in December 2023 when the district was created. The LPR district comprises a variety of development regulations including building setbacks, streetscape standards, permitted land uses, and more. Any development taking place within the district will be required to follow these regulations.

The attached Staff Analysis further details the proposed Redevelopment Concept Plan, approval criteria, and community engagement.

Redevelopment Concept Plan

The Redevelopment Concept Plan (RCP) is a new process that was created specifically for the Lake Pointe Redevelopment District with the establishment of the district in 2023. The RCP provides the opportunity for the public, Planning & Zoning Commission, and City Council to evaluate the location of proposed uses and their relationship to the surrounding area to ensure negative impacts are minimized. The Redevelopment Concept Plan is intended to allow flexibility as the project builds out over many years in order to be responsive to the market as conditions change and is therefore somewhat general in nature.

Community Engagement

The proposed Redevelopment Concept Plan has been shared with City Council, Planning and Zoning Commission and the public. Staff and the developer have reached out to the nearby community offering multiple opportunities to hear about the proposal, ask questions, and provide feedback. These opportunities included a joint workshop between the City Council and Planning and Zoning Commission, a Community Meeting, and a joint public hearing with the City Council and Planning and Zoning Commission.

Recommendation and Next Steps

Staff recommends holding a public hearing for the Redevelopment Concept Plan for Lake Pointe Green. Following the public hearing, the Planning and Zoning Commission will consider and make a recommendation to City Council on the Concept Plan. City Council will review the Commission's recommendation and take action on the Redevelopment Concept Plan on May 13.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

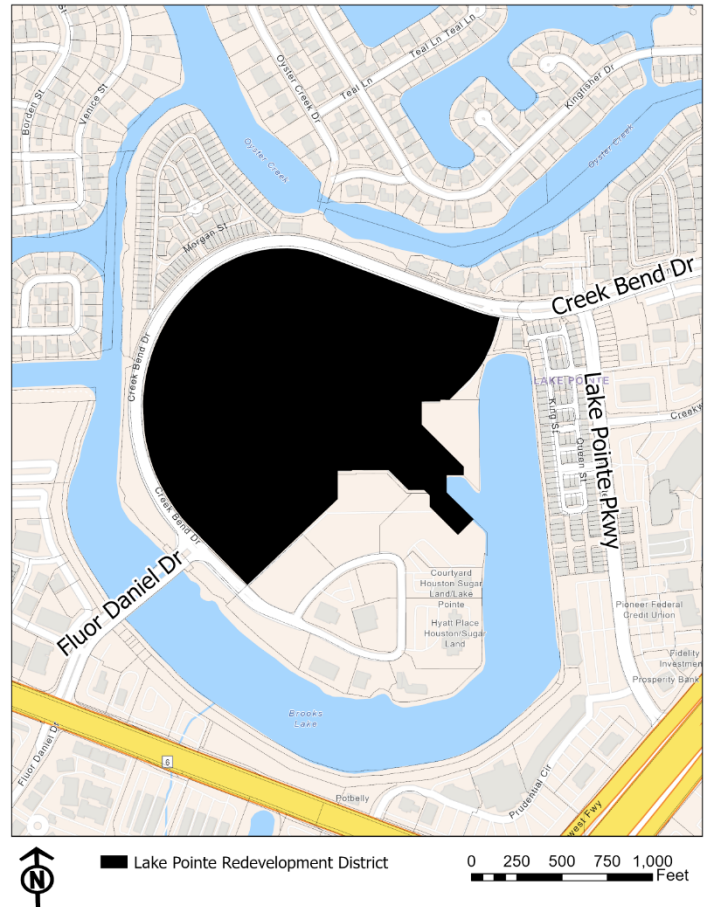
Attachments

1. Lake Pointe Green Redevelopment Concept Plan Staff Analysis
2. Sec. 2-124. Lake Pointe Redevelopment District Development Review Procedures
3. Land Use Plan Lake Pointe RAC Excerpt

LAKE POINTE GREEN REDEVELOPMENT CONCEPT PLAN STAFF ANALYSIS

Project Background

In January 2025, the property owners of the former Fluor campus in Lake Pointe placed the land for sale and began marketing the property. City staff was approached by Lovett, the property owner's preferred buyer and developer, who is now seeking Redevelopment Concept Plan approval to ensure his vision aligns with the City's adopted plans and policies before finalizing the purchase. Lovett's request is to complete the City processes before the land sale. While the City isn't driving the timeline, we recognize the importance of keeping momentum, and we don't miss out on a strong redevelopment opportunity. That means working at the speed of business—while still following our required public process, including community engagement and formal approvals.



Redevelopment Concept Plan Proposal

The Redevelopment Concept Plan (RCP) is a new process that was created specifically for the Lake Pointe Redevelopment District with the establishment of the district in 2023. The RCP provides the opportunity for the public, Planning & Zoning Commission, and City Council to evaluate the location of proposed uses and their relationship to the surrounding area to ensure negative impacts are minimized. The Redevelopment Concept Plan is intended to allow flexibility as the project builds out over many years to be responsive to the market as conditions change and is therefore somewhat general in nature.

The Lake Pointe Green Redevelopment Concept Plan includes approximately 25-30 acres of compact residential development (Townhome, Urban Home, and Live/Work), 10-15 acres of multi-family/compact residential (with up to 720 multi-family units), and 5+ acres of civic space. Although the developer has indicated there is not currently a market for commercial within the site, potential commercial sites have been shown on the Plan as “Optional Commercial Development Zone.”



APPROVAL CRITERIA

Development Code Sec. 2-124 establishes criteria which the Commission and Council should consider when evaluating a proposed Redevelopment Concept Plan in the Lake Pointe Redevelopment District. The criteria are listed and then evaluated in the paragraphs below.

3. *Approval Criteria. In reviewing a proposed Redevelopment Concept Plan, the Commission and Council shall ensure that:*
- a. The proposed development is consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed;*
 - b. The proposed development is consistent with and conforms to the Comprehensive Plan and any other applicable plans;*
 - c. The proposed development is consistent with the purpose statements of this Development Code and complies with all applicable standards in this Code and all other applicable regulations, requirements and plans. Compliance with these standards is applied at the level of detail required for the subject submittal; and*
 - d. The proposed development considers the existing roadway network and minimizes impacts on surrounding areas.*

a. Previous Plans and Approvals

There are no previous plans in place for the former Fluor campus that remain intact.

b. Comprehensive Plan

The Comprehensive Plan is a collection of master plans that each address a specific component of the City's infrastructure. The most applicable plans are addressed below.

Land Use Plan

In December 2023, City Council approved an amendment to the Land Use Plan for the Lake Pointe Regional Activity Center (RAC). The amendment included revisions to the preferred land use distribution and number of allotted multi-family units. Excerpts from the Land Use Plan are attached. The proposed Redevelopment Concept Plan is in alignment with the intent of the Land Use Plan: providing compact, walkable residential within Activity Centers (Goal 3, Policy a); RACs including a central public space (Goal 2, Policy a); and the Lake Pointe Regional Activity Center containing residential as the predominant use (Areas of Change, Lake Pointe Activity Center) with up to 1,100 multi-family units. An excerpts from the Land Use Plan – Lake Pointe Regional Activity Center is attached for reference; the full Plan can be viewed at www.sugarlandtx.gov/landuseplan.

Mobility Master Plan

In addition, the proposed Redevelopment Concept Plan maintains Creekbend Dr. in its current location as a Minor Collector, in accordance with the City's Mobility Master Plan – Master Thoroughfare Plan.

Parks, Recreation, and Open Space (PROS) Master Plan

The proposed Redevelopment Concept Plan includes 5+ acres of civic space/ green space. The area will be improved with sidewalks/ walking trails and other recreational amenities as required by the Development Code. This civic space will meet the intent of the PROS Master Plan, adding needed recreational/ open spaces to this area of the city.

c. Development Code

The Development Code requires that the Redevelopment Concept Plan demonstrate compliance with the required housing mix. The proposed Plan meets the minimum requirement of having three or more housing types; it includes Townhomes, Urban Homes, Live/Work and Multifamily. Additionally, the Plan demonstrates compliance with the Civic Space requirement of a minimum of 5%. The 5+ acres allocated for Civic Space exceeds the minimum 2.6 acres that is required.

d. Roadway Network

By maintaining Creekbend Dr. in its current location, the proposed Redevelopment Concept Plan minimizes disruption to traffic flow in the areas surrounding the 52-acre site. Although the community has expressed concern about future traffic as a result of the new development, it's important to remember that when Fluor fully occupied the 1.5 million square feet of office space on this campus, there were over 4,500 employees. The vehicular traffic volume that is anticipated to be generated by the new development does not exceed that of the Fluor campus when it was at full capacity.

COMMUNITY ENGAGEMENT

The proposed Redevelopment Concept Plan has been shared with City Council, Planning and Zoning Commission and the public. Staff and the developer have reached out to the nearby community offering multiple opportunities to hear about the proposal, ask questions, and provide feedback. These opportunities included a joint workshop between the City Council and Planning and Zoning Commission, a Community Meeting, and a joint public hearing with the City Council and Planning and Zoning Commission.

Joint City Council and Planning & Zoning Commission Workshop

On April 22, 2025, the City Council and Planning & Zoning Commission held a joint workshop to review and discuss the proposed Redevelopment Concept Plan for Lake Pointe Green. Council and Commission discussion and questions focused largely on the proposed uses, with some expressing

concern that the proposal only includes residential uses and not commercial. The development team indicated that there is currently no market for office or retail in this area, and that it is not anticipated to change drastically in the near term. However, they described plans for the civic spaces within the development, which could include temporary commercial uses, such as farmers' markets, food trucks, and other pop-up events. Other concerns included parking for events, price point of homes, and consistency with the Land Use Plan. The overall consensus was that the Redevelopment Concept Plan should incorporate the flexibility of potential nonresidential if the market demands it in the future. Additionally, the developer should ensure connectivity and activation with the existing retail across the lake.

Community Meeting

On April 23, 2025 the development team hosted a community meeting at Hyatt Place Sugar Land to present the proposal to the community, seek input, and provide a forum for asking questions. Staff supported the effort by helping connect the development team with the community and sharing the meeting invitation. The meeting invitation was sent directly to over 375 contacts and placed on NextDoor. Nearly 100 residents attended the meeting.

Several attendees expressed concern about traffic in the area, asking about anticipated number of trips, whether Creekbend Dr would be relocated, and how many connections would be made to Creekbend Dr. The community also asked questions about housing types and price points, ownership and programming of the public spaces, crime, impact to schools, and anticipated impacts to the surrounding area during construction.

Following the community meeting, an email was sent to attendees thanking them for their attendance and participation and inviting them to the joint public hearing. A link to submit public comments was also provided for those who might be unable to attend the public hearing. Additionally, the email included a link to the project webpage where all public meeting information is listed along with feedback forms, email sign-ups and more.

Joint City Council and Planning and Zoning Commission Public Hearing

City Council and Commission will hold a public hearing on the proposed Redevelopment Concept Plan. The Notice of Public Hearing was published in a newspaper of general circulation and posted on the City of Sugar Land's Public Hearings webpage. All property owners within 200 feet of the subject

property were notified via mailers. Below is an image of the public hearing notice and a map of properties that received mailers. Notification of the public hearing was also provided to community meeting attendees, the HOA and messaging was included on NextDoor. The public hearing notice included a link to an online form that can be submitted to provide comments in advance of the meeting.



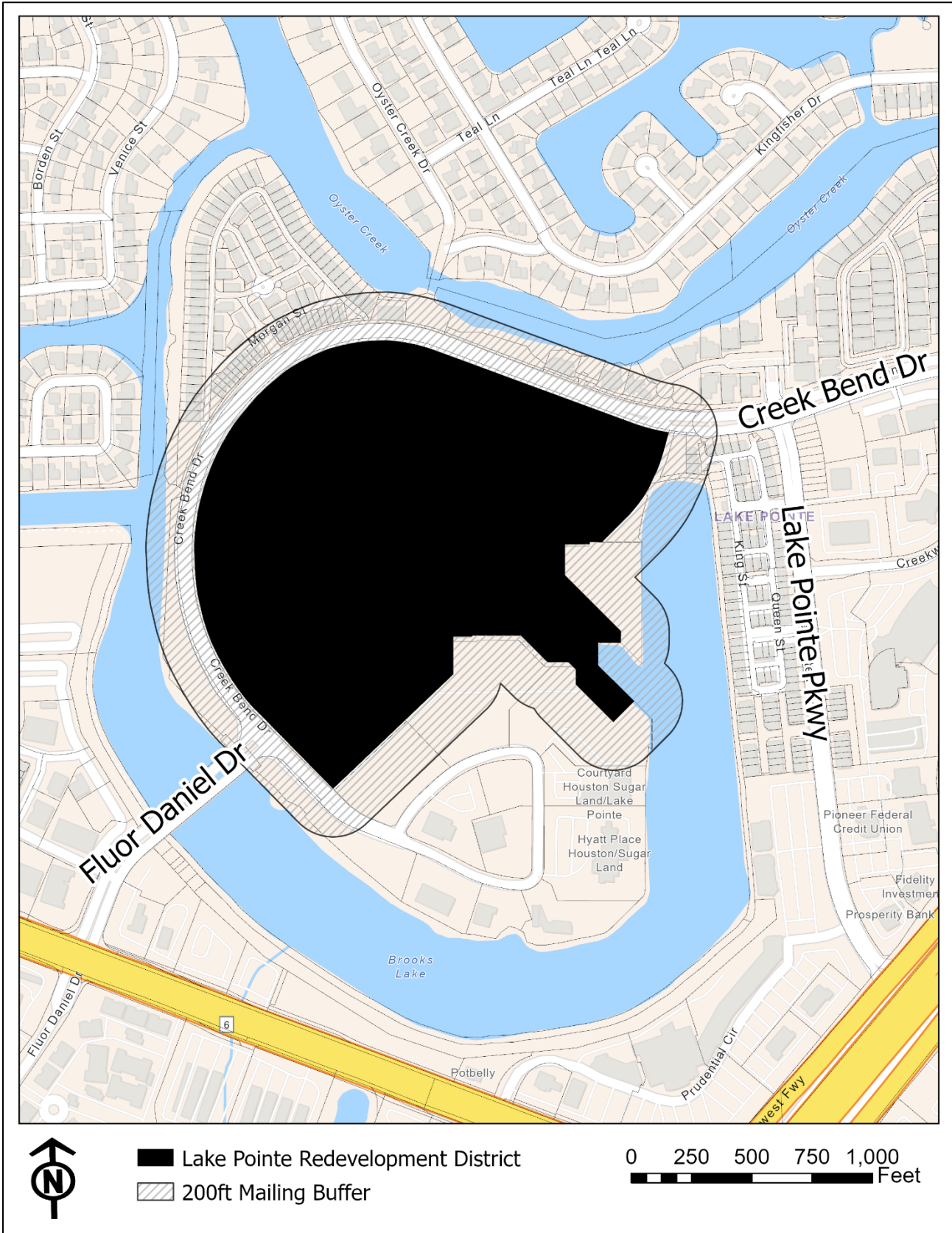
NOTICE OF PUBLIC HEARING

REDEVELOPMENT CONCEPT PLAN FOR APPROX. 52 ACRES IN THE LAKE POINTE REDEVELOPMENT DISTRICT, LOCATED ON CREEK BEND DR BETWEEN FLUOR DANIEL DR AND LAKE POINTE PKWY

Joint Planning and Zoning Commission and City Council Public Hearing 6:00 p.m., May 6, 2025, to hear all persons interested in the proposed Redevelopment Concept Plan, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North. Watch via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live>; or Sugar Land Comcast Subscribers can tune-in on Channel 16.

The proposed Redevelopment Concept Plan provides the opportunity to evaluate the location of proposed uses and their relationship to the surrounding area to ensure negative impacts are minimized during redevelopment.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under “Meeting Agendas” City Council no later than Friday, May 2, 2025. Request details or provide feedback on the proposed amendment online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Redevelopment Department at (281) 275-2229.



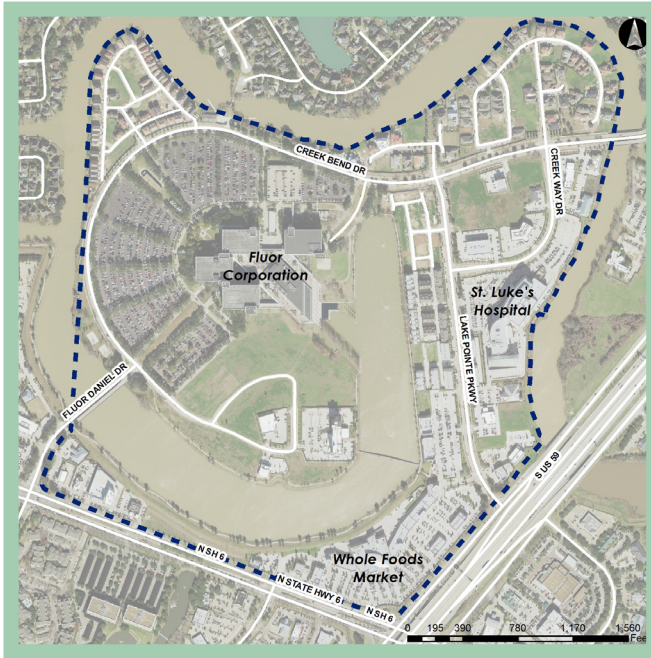
Sec. 2-124. - Lake Pointe Redevelopment District Development Review Procedures.

A. *Redevelopment Concept Plan.*

1. *Purpose.* A Redevelopment Concept Plan is intended to provide a mechanism for review of a large, complex, or phased project within the Lake Pointe Redevelopment District. A Redevelopment Concept Plan enables the Commission and Council to evaluate the proposed development and its relationship to the surrounding area to ensure negative impacts are minimized; and to evaluate location of proposed uses, connectivity, and location of public spaces. It also enables an applicant to demonstrate compliance with the housing mix requirement set forth in Section 2-117: Minimum Housing Mix Requirement through a multi-phased development.
2. *Applicability.* A Redevelopment Concept Plan must be submitted for review and approval prior to permitting in the Lake Pointe Redevelopment District. A Redevelopment Concept Plan may be submitted either in conjunction with an application for Rezoning or as a precursor to the preparation and submittal of the more specific and detailed plans required for Subdivision or Site Plan approvals.
3. *Approval Criteria.* In reviewing a proposed Redevelopment Concept Plan, the Commission and Council shall ensure that:
 - a. The proposed development is consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed;
 - b. The proposed development is consistent with and conforms to the Comprehensive Plan and any other applicable plans;
 - c. The proposed development is consistent with the purpose statements of this Development Code and complies with all applicable standards in this Code and all other applicable regulations, requirements and plans. Compliance with these standards is applied at the level of detail required for the subject submittal; and
 - d. The proposed development considers the existing roadway network and minimizes impacts on surrounding areas.
4. *Requirements.* The Redevelopment Concept Plan shall be a general site layout plan that includes the following:
 - a. Overall property boundary and the property's relationship to adjoining subdivisions or properties;
 - b. Identification and approximate size of development areas such as districts, blocks or parcels;
 - c. Existing and proposed Streets that form the boundaries of development areas;
 - d. Use classification of each development area (nonresidential by category or residential by housing type) demonstrating a mix of uses and housing types;
 - e. Total number of multi-family units and approximate location;
 - f. Location of major Civic Spaces and natural geographic features.
5. *Review Procedure.*
 - a. *Preapplication.*
 - (1) *Pre-development Meeting.* The applicant must attend a pre-development meeting with the Development Review Committee before submitting a formal application.
 - (2) *Public Engagement.* The applicant shall engage the public early in the development process. The applicant must host a public meeting in accordance with requirements established in the Development Application Handbook.
 - b. *Commission Hearing and Report.* The Commission will hold a public hearing on the proposed Redevelopment Concept Plan, for which notice of the time and place of the hearing has been

published in the official newspaper of general circulation in the City before the 15th day before the date of the public hearing. Notice must be given to owners of any Premises located within 200 feet of the land subject to the Redevelopment Concept Plan. After the public hearing, the Commission will make a recommendation to Council to approve, deny, or approve with conditions the request. A tie vote on a request for a Redevelopment Concept Plan is deemed to be the Commission's recommendation of denial. If the Commission denies a Redevelopment Concept Plan, an applicant may appeal the denial to City Council by submitting a written request to the Director within 30 days of the date of denial. The City Council may approve or deny the request, return it to the Commission for further consideration, or take whatever other action the Council deems appropriate.

- c. *City Council Hearing and Action.* The Council will hold a public hearing on the proposed Redevelopment Concept Plan, for which notice of the time and place of the hearing has been published in the official newspaper of general circulation in the City before the 15th day before the date of the public hearing. Notice must be given to owners of any Premises located within 200 feet of the land subject to the Redevelopment Concept Plan. After the public hearing and receiving the Commission's recommendation, the Council will approve, deny, or approve with conditions the request.
- d. *Optional Joint Public Hearing.* The City Council may hold a joint public hearing with the Commission. In case of a joint hearing, the City Council may not act on the request until it receives the report of the Commission.
- e. *Changes to Redevelopment Concept Plan.* Substantial changes to the approved Redevelopment Concept Plan, including but not limited to, a change in classification of a development area, or significant street design or development area changes, shall require resubmittal to the Council. The Director may approve any other changes to the Redevelopment Concept Plan.
- f. *Expiration of Approval.* Once final, an approval decision shall expire after 2 years, unless work towards the project has commenced. For the purposes of this provision, "commence" means any of the following:
 - (1) Demolition or removal of an existing building or structure preparatory to rebuilding;
 - (2) Clearing or grading of the site (land disturbance); or
 - (3) Expansions, alterations, or modifications of an existing structure including electrical, mechanical, plumbing, structural, or cosmetic changes, or other changes requiring a building permit.
- g. *Extension of Time.* An applicant may request to extend the expiration time for commencement or completion of any application.
 - (1) *Conditions of Approval.* All extensions of time are subject to any conditions of approval that applied to the original approval. The Council may impose additional conditions to further mitigate potential adverse effects of the proposal on adjacent properties and the community.
 - (2) *Extensions.* The Council may grant an extension of time up to 1 year from the original expiration date for any application unless a condition of approval prohibits an extension of time or conditions have not sufficiently changed to warrant a denial.



B. Lake Pointe (office and residential focused)

Located north of the intersection of Hwy 6 and US 59, the Lake Pointe Regional Activity Center spans 148 acres and encompasses a diverse range of land uses and amenities. These include the Fluor corporate campus, medium-density single-family residential neighborhoods along Creek Bend and Lake Pointe Parkway, St. Luke's Hospital, and adjoining commercial properties along Hwy 6 and US 59. While the Fluor campus, which dates back to the 1980s, offers a significant prospect for redevelopment within this regional hub, the remaining residential, retail, commercial, and hospitality areas, established more recently, are anticipated to remain largely unchanged in the foreseeable future.

The vision for this Regional Activity Center is to combine offices, housing, retail, entertainment, and civic spaces to create a distinctive sense of place where people can gather outside of work, school, and their homes. Redevelopment should create a walkable environment that harmoniously blends medium- to higher-density residential development with compatible nonresidential uses.



Existing



Inspiration

The Activity Center should include a variety of housing types, including Missing Middle Housing such as townhomes, urban homes, and duplexes, as well as multi-family and senior living. These novel housing configurations offer a mixture of residential options in a variety of configurations to appeal to a wide range of people at all stages of life. Their design and form make these housing configurations compatible in height, bulk and style with Sugar Land's existing housing supply to increase density without creating a sense of crowding.

Examples of appropriate nonresidential uses include offices, experiential shopping, commercial businesses, hospitality, service establishments and civic and community facilities. Density and activity levels within the Activity Center should be maximized at the core, while gradually reducing intensity at its edges to ensure compatibility with surrounding residential.

Redevelopment in the Regional Activity Center should make the most of the presence of Brooks Lake, offering a unique opportunity to provide a distinctive experiential atmosphere. Development and revitalization efforts within the Activity Center should leverage the potential of Brooks Lake through a range of amenities and physical improvements. These may include water-based activities, lakefront dining, pedestrian bridges, and an extensive network of interconnected walking trails and parks, all of which can convert underutilized pockets of land into remarkable focal points of activity. In the urban landscape,



Inspiration

broad sidewalks and tree-lined streets will generate interest in sidewalk dining, entertainment, and both passive and active recreational options. The ultimate objective is to cultivate a vibrant, livable urban environment and create a more enriched community.

The total overall number of multi-family units in this Regional Activity Center is 1,100 units; this is not based on the general guidance of 3 units per developable acre in the RAC but rather on the need for additional residential density to ensure the property's redevelopment is feasible. Any multi-family residential should be in a vertically mixed-use building, or horizontally mixed area, and largely supported by structured parking.

Use percentages in this RAC should be composed of:

