



City of Sugar Land

City Council Agenda

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

Tuesday, July 21, 2026
City Council Meeting
City Council Chambers
5:30 PM

I. Attention

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

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

II. Call to Order

III. Invocation

Council Member Suzanne Whatley

IV. Pledges of Allegiance

Council Member Suzanne Whatley

V. Recognition

- A. 50TH ANNIVERSARY - S & B PLUMBING
Carol McCutcheon, 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 regarding matters posted for consideration or workshop on the agenda. Each speaker must complete a "Request to Speak" form and give it to the City Secretary or designee, prior to the beginning of the meeting.

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

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

VII. Consent Agenda

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

A. MINUTES

Consideration of and action on the approval of the minutes of the July 7, 2026, meeting.

Linda Mendenhall, City Clerk

- B. **SUGAR LAND LEGACY FOUNDATION BYLAW CHANGES**
Consideration of and action on authorization of the amended and restated bylaws of the Sugar Land Legacy Foundation.
Kimberly Terrell, Director of Parks & Recreation
- C. **CONTRACT WITH KING SOLUTION SERVICES, LLC**
Consideration of and action on the authorization of the execution of a construction contract with King Solution Services, LLC, for the Collection System Rehabilitation Project, CIP CWW2501, in the amount of \$2,405,485.00.
Paola DeLaTorre, Project Manager II
- D. **PURCHASE OF FORD F-650 SWAT VEHICLE FROM SAM PACK'S FIVE STAR FORD LTD**
Consideration of and action on the approval of the purchase of a custom Ford F-650 SWAT vehicle from Sam Pack's Five Star Ford, Ltd., through the Houston-Galveston Area Council Cooperative Purchasing Program (Contract No. VE05-24), in the amount of \$277,213.50.
Joe Carter, Police Captain
- E. **STORMWATER COALITION INTERLOCAL AGREEMENT**
Consideration of and action on the authorization of the execution of the Interlocal Agreement with Burney Rd. and Imperial Redevelopment District (IRD) MUD districts for the formation of a Stormwater Coalition.
Christian Eubanks, Environmental Manager
- F. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-32: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING A CITY COUNCIL POLICY AND PROCEDURE FOR BOARDS, COMMISSIONS, AND COMMITTEES.**
Linda Mendenhall, City Clerk
- G. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2410: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND TEXAS, AMENDING CHAPTER 2, ARTICLE 3, BOARDS AND COMMISSIONS, TO IMPLEMENT UNIFORM TWO-YEAR TERMS FOR BOARDS AND COMMISSIONS, PROVIDE TERM LIMITS, AND ESTABLISH TRANSITION PROVISIONS FOR CURRENT MEMBERS.**
Linda Mendenhall, City Clerk
- H. **TAKEOVER AGREEMENT WITH AMERISURE MUTUAL INSURANCE COMPANY**
Consideration of and action on a Takeover Agreement with Amerisure Mutual Insurance Company, as surety, for completion of the Soldiers Field Drive Extension and First Colony Boulevard Roundabout Project (CIP Project No. ST-1901/ST-1902).
Meredith Riede, City Attorney

VIII. Donations

- A. **ACCEPTANCE OF MONETARY DONATIONS**
Consideration of and action on the recognition and acceptance of donations to Sugar Land Animal Services in the amount of \$5,837.76.
Melissa Hobson, Animal Services Administrator

B. SUGAR LAND LEGACY FOUNDATION AND ANNUAL REPORT

Consideration of and action on acceptance of a Donation from the Sugar Land Legacy Foundation, in the amount of \$10,000.00, for T.E. Harman Center recreation improvements; authorization of a Budget Amendment in the amount of \$10,000.00 to revenues and expenditures; Consideration of and action on acceptance of a Donation from the Sugar Land Legacy Foundation, in the amount of \$100,000.00, for Sugar Land Animal Shelter construction and receive the 2025 Sugar Land Legacy Foundation Annual Report.

Kimberly Terrell, Director of Parks & Recreation

IX. Contracts and Agreements

A. CONTRACT WITH B&D CONTRACTORS, INC

Consideration of and action on the authorization of the execution of a construction contract with B&D Contractors, Inc., for the Ditch H Trail Project, CIP CPK1702, in the amount of \$9,191,511.09.

Greg Nichols, Senior Project Manager

B. SOLID WASTE CONTRACT AMENDMENT WITH REPUBLIC SERVICES

Consideration of and action on the amendment to the solid waste contract with Republic Services.

Christian Eubanks, Environmental Manager

X. Ordinances and Resolutions

- A. FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2406:** AN ORDINANCE OF THE CITY COUNCIL OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CERTAIN PROVISIONS IN CHAPTER 3, ARTICLE IX (SOLID WASTE, RECYCLABLE MATERIALS AND VEGETATION), AND CHAPTER 4, ARTICLE V (COMMERCIAL SOLID WASTE, LIQUID WASTE, AND RECYCLABLE MATERIALS OPERATORS), AND OTHER MATTERS RELATED THERETO.

Christian Eubanks, Environmental Manager

XI. Budget

A. FILING THE FISCAL YEAR 2027 ANNUAL BUDGET AND FISCAL YEAR 2027-2031 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

Receive for filing the City Manager's proposed Fiscal Year 2027 Annual Budget and Fiscal Year 2027-2031 Five-Year Capital Improvement Program. The required Taxpayer Impact Statement is included on the final page of this agenda.

ShaLae Steadman, Director of Budget

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.

XIII. Adjournment

TAXPAYER IMPACT STATEMENT

Pursuant to Texas Government Code § 551.043(c), a taxpayer impact statement is required for meetings at which the City Council discusses or adopts the proposed budget. As of the posting date of this agenda, the Fort Bend Central Appraisal District has not yet certified the appraisal roll, and the city has not finalized the no-new-revenue tax rate calculations required under Chapter 26 of the Texas Tax Code. As a result, the estimated property tax comparisons required by statute cannot yet be calculated. This taxpayer impact statement will be updated and completed on subsequent meeting agendas once the certified valuation data and statutory tax rate calculations become available.

Description	FY 2025-2026 Adopted Tax Rate	FY 2026-2027 Proposed Tax Rate	FY 2026-2027 No New Revenue Rate
Tax Rate per \$100 Valuation	0.358827	Awaiting Certified Values	Awaiting Certified Values
Median Taxable Value Homestead	\$461,735	Awaiting Certified Values	Awaiting Certified Values
Estimated Annual Tax Bill	\$1,444	To Be Calculated	To Be Calculated
Difference from current FY		To Be Calculated	To Be Calculated

Additional budget information is available on the City's website at <https://www.sugarlandtx.gov/2291/Budget-Strategy>. Information regarding property taxes is available at <https://www.sugarlandtx.gov/2472/Property-Taxes>.

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 15th day of July 2026 at 4:30 P.M.



City Council Agenda Request

July 21, 2026

Agenda Request No: V.A.

Agenda of: City Council Meeting

Initiated by: Joshua Doyle, Chief Building Official

Presented by: Carol McCutcheon, Mayor

Responsible Department: Planning and Development Services

Agenda Caption:

50TH ANNIVERSARY - S & B PLUMBING

Recommended Action:

Recognition

Executive Summary:

S&B Plumbing Inc. is celebrating its 50th anniversary of continuous operation. Founded in 1976, the family-owned business established its presence in Sugar Land in the early 1980s and relocated its headquarters to the Sugar Land Industrial Park in 2008. Over the past five decades, the company has operated as a local employer while providing plumbing services throughout Sugar Land, Fort Bend County, and the surrounding region.

Throughout its history, S&B Plumbing has supported the community during significant events, including hurricane recovery efforts, the COVID-19 pandemic, and the 2021 Texas winter storm, when plumbing services were essential to restoring water and wastewater systems. The company currently employs approximately 40 individuals, many of whom reside in Sugar Land and neighboring communities.

The proposed recognition acknowledges S&B Plumbing's 50 years of business operations, its longstanding presence within the Sugar Land community, and its contributions as a local employer. The recognition is ceremonial in nature and does not constitute an endorsement of any private business or its services.

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

July 21, 2026

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Agenda & Public Meeting Coordinator

Presented by: Linda Mendenhall, City Clerk

Responsible Department:

Agenda Caption:

MINUTES

Consideration of and action on the approval of the minutes of the July 7, 2026, meeting.

Recommended Action:

Consideration of and action on the approval of the minutes of the July 7, 2026, meeting.

Executive Summary:

Consider the minutes of the July 7, 2026, meeting.

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

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

Attachments

1. 7.7.26 City Council Meeting Minutes



City of Sugar Land

City Council Minutes

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

Tuesday, July 7, 2026
City Council Meeting Minutes
City Council Chamber
5:30 PM

I. Attention

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II. Call to Order

QUORUM PRESENT

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

III. Invocation

Council Member Robert Boettcher

IV. Pledges of Allegiance

Council Member Robert Boettcher

V. Recognition

A. NATIONAL PARK AND RECREATION MONTH JULY 2026

Kimberly Terrell, Director of Parks & Recreation

B. RECOGNITION OF CATAPULT ART ACADEMY AND THEIR COLLABORATION ON FIFA ARTWORK

Nicole Guevara, Assistant Director of Neighborhood Services, Trevor Surface, Field Operations Manager

VI. Public Comment

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

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

No members of the public addressed the Council

VII. Consent Agenda

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A. MINUTES

Consideration of and action on the approval of the minutes of the June 16, 2026, and June 25, 2026, meetings.

Linda Mendenhall, City Clerk

A motion to **Approve consent agenda items A through G**, was made by Suzanne Whatley and seconded by Jim Vonderhaar; the motion **Passed**.

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

B. CONTRACT WITH FAITH UTILITIES, LLC

Consideration of and action on authorization of a construction phase contract with Faith Utilities, LLC for CIP CWA2508-South of the Brazos Water Line Connection to Greatwood, in the amount of \$151,187.00.

Idahosa Igbinoba, Senior Project Manager

C. BUDGET AMENDMENT FOR FIFA PARTNERSHIP FUNDS

Consideration of and action on the acceptance of \$14,000 in partnership funding from HTL CPAs & Business Advisors (\$6,000), Wonton Foods (\$8,000), and a corresponding budget amendment to revenues and expenditures.

Alison Brooks, Assistant Director of Tourism

D. CONTRACT WITH TEXAS WORKFORCE COMMISSION

Consideration of and action on an Information Release Contract with the Texas Workforce Commission to support law enforcement access to information, for an initial one-year term in an amount not to exceed \$1,500.00, and authorization for the City Manager or designee to execute the agreement.

Joe Carter, Police Captain

- E. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-31**: 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, DEPARTMENT OF PARKS & WILDLIFE, FOR THE LOCAL PARK GRANT PROGRAM (“GRANT”); AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE THE GRANT AND TO EXECUTE ALL GRANT RELATED DOCUMENTS.
Fenglin du, Parks Development Manager, Kimberly Terrell, Director of Parks & Recreation
- F. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-30**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE HOMELAND SECURITY GRANT PROGRAM (HSGP) GRANT (“GRANT”) FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THROUGH THE STATE OF TEXAS OFFICE OF THE GOVERNOR; DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO EXECUTE ALL GRANT RELATED DOCUMENTS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM GRANT.
Jarred Thomas, Emergency Management Administrator
- G. **SECOND CONSIDERATION**: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2402**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY RENAMING ARTICLE VIII (WATER AND WASTEWATER) OF CHAPTER 5 (PUBLIC PROPERTY AND SERVICES) TO WATER, WASTEWATER AND STORMWATER; ADDING A NEW DIVISION 13 (STORMWATER COALITION) TO THE RENAMED ARTICLE, ESTABLISHING STORMWATER COALITION FEES, AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.
Christian Eubanks, Environmental Manager

VIII. City Council and City Manager Reports

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

Mayor McCutcheon and the City Council gave comments and reported on events and activities attended. Michael Goodrum, City Manager, gave comments and reported on events and activities attended.

IX. Adjournment

A motion to **Adjourn at 5:53 p.m.**, was made by Jim Vonderhaar and seconded by Carol McCutcheon, the motion **Passed**.

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

Linda Mendenhall, City Clerk





City Council Agenda Request

July 21, 2026

Agenda Request No: VII.B.

Agenda of: City Council Meeting

Initiated by: Kimberly Terrell, Director of Parks & Recreation

Presented by: Kimberly Terrell, Director of Parks & Recreation

Responsible Department: Parks

Agenda Caption:

SUGAR LAND LEGACY FOUNDATION BYLAW CHANGES

Consideration of and action on authorization of the amended and restated bylaws of the Sugar Land Legacy Foundation.

Recommended Action:

Approve the amended and restated bylaws of the Sugar Land Legacy Foundation.

Executive Summary:

The Sugar Land Legacy Foundation's original bylaws were approved by the Council in 2010 and were revised in 2022 in line with the Sugar Land Legacy Foundation's strategic planning report, conducted by Sterling Nonprofits in 2021. The Sugar Land Legacy Foundation Board of Directors recommends an amendment to the Foundation's bylaws to align board governance practices with the board and commission term structure changes recently presented to City Council by the City Clerk's Office.

The proposed amendments include:

- Changing the director terms from a maximum of three consecutive terms to four consecutive terms.
- Changing the commencement and expiration of director terms from October 1–September 30 to January 1–December 31.

These amendments are intended to create consistency between the Foundation's governance practices and the City's broader board and commission appointment framework while improving organizational continuity.

City Council approval is required before these amendments become effective pursuant to Article 8.2 of the bylaws. The Sugar Land Legacy Foundation reviewed and approved the bylaw revisions in their July 2026 Board Meeting and recommend them for City Council approval.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. LegacyBylaws_2026Update

**AMENDED AND RESTATED BYLAWS OF THE SUGAR LAND LEGACY
FOUNDATION A TEXAS NON-PROFIT CORPORATION**

ARTICLE 1. DEFINITIONS.

1.1. In this Article:

Board means the Board of Directors of the Corporation.

City means the City of Sugar Land, Texas.

City Council means the city council of the City of Sugar Land, Texas.

Corporation means the Sugar Land Legacy Foundation.

ARTICLE 2. PURPOSE

2.1. The Corporation is organized exclusively for charitable purposes allowed by law, including supporting the City in the City's acquisition, ownership, construction, development, improvement, operation, or maintenance of land and facilities owned or controlled by the City including land, facilities, and activities for recreation, entertainment, sports, the arts, and similar activities that might benefit the citizens of the City of Sugar Land.

2.2. The Corporation will focus its efforts on encouraging persons, businesses, and corporations, to make contributions of funds or donations of real estate or other property of value, to the Foundation.

2.3. The Corporation may not:

231. Engage in any activities that do not further its purposes as set forth in these Bylaws or take any action that would be inconsistent with the requirements for a tax exemption for charitable organizations under Internal Revenue Code Section 501(c) (3) and Texas Tax Code Section 11.18 (c) and related regulations and rulings;

232. Pay any of its net earnings for the benefit of any private individual, other than for services rendered or as provided for in these Bylaws; or

233. Devote a substantial part of its activities or income to attempting to influence legislation or the outcome of any public election.

ARTICLE 3. POWERS

3.1. The Corporation has all the powers of a Texas non-profit corporation and will operate in compliance with State law, including Chapter 22 of the Texas Business Organization Code, the Corporation's Certificate of Formation, and these adopted Bylaws.

ARTICLE 4. OFFICES

4.1. The Corporation's initial office will be located at City Hall, 2700 Town Boulevard North, Sugar Land, Texas 77479.

ARTICLE 5. BOARD OF DIRECTORS

5.1. Number. The Board will have no less than five, but no more than fifteen directors.

5.2. Qualifications. To qualify to serve as a director, a person must be committed to achieving the Corporation's purpose with the financial skills, knowledge, experience or resources necessary to achieve those purposes.

5.3. Appointment, Vacancies, and Removal. The City Council appoints the persons to serve as directors on the Board, will fill vacancies on the Board, and may remove a director at anytime.

5.4. Terms. Directors serve two-year terms that begin on January 1 and end on December 31. Directors can serve up to four consecutive terms. Directors continue to serve until their successors are appointed. To provide for staggered terms, the City Council may appoint a specified number of the initial directors to serve one-year terms.

5.5. Compensation and Expenses. Directors will not receive a salary or other fixed compensation for their service, but may be reimbursed for expenses incurred under written policies approved by the Board.

5.6. Meetings. Meetings will be held as requested by the President or a majority of the Board or at regular intervals as determined by the Board.

5.7. Quorum. A majority of the appointed directors are a quorum for the transaction of corporate business. The directors may, by resolution, approve procedures to allow directors who cannot attend a meeting to participate in the meeting by telephone or video conference and vote on matters that come before the board.

5.8. Executive Committee. The board of directors by resolution may elect three or more other directors to serve on an executive committee which will include the President that has and may exercise the authority of the board of directors to the extent specified in the resolution. The designation of the executive committee and the delegation of authority to the committee does not operate to relieve the board of directors, or an individual director, of any responsibility imposed on the board or director by law.

5.9. Standing or Temporary Committees. The Board of Directors, by resolution, may designate one or more standing or temporary committees. Persons who are not directors may serve on committees of the Board of Directors if a majority of the members of such committee are directors.

5.10. Directors Emeritus. City Council may, from time to time in its discretion, designate one or more of its former directors a Director Emeritus. Each such designation shall be for a two-year term or until such Director Emeritus' death, resignation, retirement or removal (for any reason or no reason by vote of City Council). Each Director Emeritus may be re-appointed for one or more additional terms. Directors Emeritus shall provide such advisory services to the board and its committees as requested from time to time by the board. Directors Emeritus may attend meetings of the board or committees as and when invited. Any person holding the position of Director Emeritus shall not be entitled to vote, shall not be counted in determining a quorum, shall not be considered a director or officer for any purpose, and shall have no power or authority to manage the affairs of the Company.

ARTICLE 6. OFFICER

6.1. Officers. The City Council will appoint a director to serve as president of the corporation, who serves at the pleasure of the City Council and may be removed at any time. The Board will elect directors to serve as vice-president, secretary, and treasurer, who serve at the pleasure of the board and may be removed at any time.

6.2. Term. Officers serve one-year terms, or until their successors are appointed.

6.3 President. The president presides at all Board meetings, supervises the business of the Corporation, and performs other duties assigned by the Board. The president executes contracts and other documents evidencing actions approved by the Board. Not less than once a year ,the president will give a report to the City Council on the Corporation's activities and financial condition. The president may appoint directors to standing or temporary committees to assist or make recommendations to the Board.

6.4 Vice-President. The vice-president performs the duties of the president in the president's absence and performs other duties as assigned by the president or the Board.

6.5 Secretary. The secretary notifies the directors of Board meetings, records votes and minutes of the Board's meetings, is the custodian of the Corporation's records, and performs other duties as assigned by the president or the Board.

6.6 Treasurer. The treasurer keeps accurate accounts of the Corporations' expenditures and revenues, insures the Board's financial policies are followed, makes regular financial reports to the Board, provides for an independent audit of the Corporation's accounts as requested by the Board, ensures accurate and timely completion of any federal financial requirements, such as tax forms, and performs other duties as assigned by the president or the Board.

67. Compensation. Directors will not receive a salary or other fixed compensation for their service, but may be reimbursed for out-of-pocket expenses arising from their duties under policies approved by the Board.

ARTICLE 7. FINANCE.

7.1. Fiscal Year. The Corporation's fiscal year is January 1st to December 31st.

7.2 Annual Budget. The Board will adopt an annual budget which specifies revenues and major expenditures by type and amount.

7.3 Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of corporate funds may be signed manually or electronically, as approved by the corporate officers specified in a resolution adopted by the Board, or in the absence of a resolution, by at least two officers.

7.4. Deposits. All corporate funds will be deposited in a bank or other depositories selected by the Board.

ARTICLE 8. MISCELLANEOUS

8.1 Dissolution. Upon the Corporation's dissolution, its assets will be distributed to the City.

82. Amendment to Certificate of Formation or Bylaws. An amendment to the Corporation's Certificate of Formation or these Bylaws is not effective until approved by the Board and the City Council.

83. Controlling Law and Conflicts. These Bylaws are subject to the Texas Business Organization Code, including Chapter 22, governing nonprofit corporations. If there is a conflict between these Bylaws and the mandatory provisions of the Texas Business Organization Code, the latter controls.

84. Bylaws Effective Date. These Bylaws are effective on the date approved by the initial Board of Directors. Any amendments to the Bylaws are effective on the latest date of the dates approved by the Board and the City Council. The initial Bylaws were adopted by the initial Board of Directors on July 6, 2010 and revised on November 15, 2022. The amended and restated bylaws were adopted by the Board of Directors and the City Council on July 21.



City Council Agenda Request

July 21, 2026

Agenda Request No: VII.C.

Agenda of: City Council Meeting

Initiated by: Paola DeLaTorre, Project Manager II

Presented by: Paola DeLaTorre, Project Manager II

Responsible Department: Engineering

Agenda Caption:

CONTRACT WITH KING SOLUTION SERVICES, LLC

Consideration of and action on the authorization of the execution of a construction contract with King Solution Services, LLC, for the Collection System Rehabilitation Project, CIP CWW2501, in the amount of \$2,405,485.00.

Recommended Action:

Authorize the execution of a construction contract with King Solution Services, LLC, for the Collection System Rehab Project, CIP CWW2501, in the amount of \$2,405,485.00.

Executive Summary:

The City of Sugar Land's wastewater collection system includes approximately 2.6 million linear feet of sanitary sewer pipe, about 133 lift stations, approximately 16,450 sanitary sewer manholes, and four (4) wastewater treatment plants, North Wastewater Treatment Plant (North WWTP), South Wastewater Treatment Plant (South WWTP), West Wastewater Treatment Plant (West WWTP), and Greatwood Wastewater Treatment Plant (Greatwood WWTP). Gravity sewer mains, force mains, lift stations, and gravity interceptor mains convey the flows to the wastewater treatment plants.

In continuation of the City's bi-annual wastewater collection system evaluation program, staff selected lines with known service concerns as critical wastewater segments, using a risk rating system based on pipe size, material type, age, and depth.

The scope of work for this project includes the following:

- Base Bid includes rehabilitation of approximately 38,488 L.F. of existing 6"-15" sanitary sewer lines through pipe bursting and cured-in-place pipe (CIPP) lining, along with cleaning and televising of existing sewer lines. Work also includes bypass pumping, manhole installation and rehabilitation, service reconnections, traffic control, and coordination with the City, residents, businesses, pipeline companies, and inspectors.

- Add Alternate No. 1 includes rehabilitation of approximately 1,255 L.F. of existing 8” sanitary sewer by pipe bursting.
- Add Alternate No. 2 includes rehabilitation of approximately 1,235 L.F. of existing 8” sanitary sewer by pipe bursting.

Arkk Engineers LLC, was the design engineer and completed the project’s design in April 2026, and an Invitation to Bid was advertised on May 20, 2026 and May 27, 2026. Seven (7) bids were received and opened on Thursday, June 11, 2026. The bids were checked by staff and Arkk Engineers LLC, for mathematical errors and bid irregularities. The Engineer’s opinion of the probable construction cost is \$2,496,800.00. The summary of the bids is listed below:

Contractor	Total Bid (Base + 2 Add Alts.)
King Solution Services, LLC	\$2,405,485.00
Capital Underground Utilities, LLC	\$2,486,352.50
CZ Construction, LLC	\$2,680,340.00
Bull-G Construction, LLC	\$2,755,992.50*
Ram-Rod Utilities, LLC	\$2,850,952.50
To-Mex Construction, LLC	\$3,442,795.00
Southern Trenchless Solutions, LLC	\$5,327,592.50
*Mathematical Error Corrected by Engineer	

The lowest responsible bidder for the total bid items (base bid + 2 add alternate bids) is King Solution Services, LLC, in the amount of \$2,405,485.00. The available budget for construction, contingency, and construction administration in CIP CWW2501 is \$2,800,000.00. Construction administration will be handled through a separate contract. The design engineer completed a review and evaluation of the bids and provided a letter of recommendation indicating King Solution Services, LLC is capable of completing a project of this nature. The design engineer has also checked references and received positive feedback about King Solution Services, LLC working satisfactorily on other Houston and Sugar Land area projects in the past.

If approved by the City Council, the Notice to Proceed will be issued by September 2026 with a contract time of 395 calendar days.

In accordance with Policy CO-110, Notification of Construction Impacts and Service Interruption, this project is classified as a Neighborhood Project. Staff is aware of the potential impact on residents and will coordinate and communicate as required per the City notification policy on construction notifications. Staff will utilize several measures during construction, such as door hangers, mail-outs, website updates, etc., to maintain open communication with all

impacted property owners.

The Engineering and Utilities Departments recommend that the City Council authorize the execution of a construction contract with King Solution Services, LLC for CIP CWW2501 Collection System Rehabilitation, in the amount of \$2,405,485.00.

Budget

Expenditure Required:

\$2,405,485.00

Current Budget: \$2,800,000.00

Additional Funding: NA

Funding Source: System Revenues, Connection Fees, Revenue Bonds, CIP Funds

Account Number (ORG-OBJ-Project): 6049210 - 621020 - CWW2501 - \$2,300,000.00
6029210 - 621020 - CWW2501 - \$500,000.00

Attachments

1. Signed contract
2. Location Map

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

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

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

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

CITY OF SUGAR LAND

By:

Name:

Title:

Date:

CONTRACTOR: King Solution Services, LLC

By:

Name: Maro Tainies

Title: Officer

Date:

II. Summary of Contract Terms.

Project: Collection System Rehabilitation Project CIP CWW2501

Contractor: King Solution Services, LLC

Name of Engineering Firm, if any: ARKK Engineers, LLC

Name of Owner's Project Manager: Paola De La Torre

Base Bid: \$2,298,145.00

Alternate Bid Item Nos.: 2

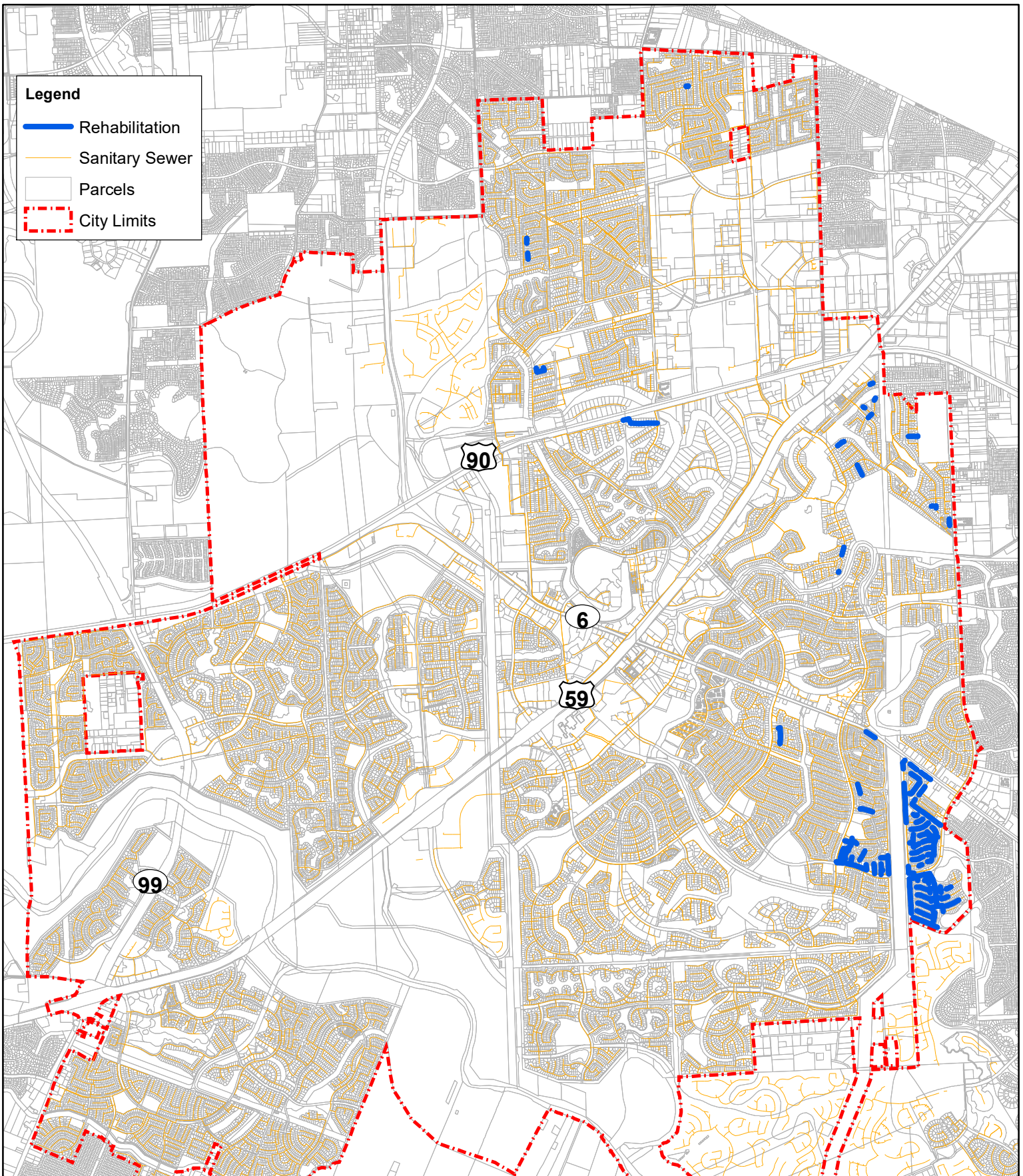
Total Alternate Bid Items Amount: \$107,340.00

Contract Price (Base Bid + Alternates): \$2,405,485.00, as may be adjusted by Change Orders

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

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 395 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order



CITY OF SUGAR LAND

Capital Improvement Program
Collection System Rehabilitation Project
CIP CWW2501





City Council Agenda Request

July 21, 2026

Agenda Request No: VII.D.

Agenda of: City Council Meeting

Initiated by: Larysa Chiski, Senior Police Finance Manager

Presented by: Joe Carter, Police Captain

Responsible Department: Police

Agenda Caption:

PURCHASE OF FORD F-650 SWAT VEHICLE FROM SAM PACK'S FIVE STAR FORD LTD

Consideration of and action on the approval of the purchase of a custom Ford F-650 SWAT vehicle from Sam Pack's Five Star Ford, Ltd., through the Houston-Galveston Area Council Cooperative Purchasing Program (Contract No. VE05-24), in the amount of \$277,213.50.

Recommended Action:

Approve the purchase of the custom Ford F-650 SWAT vehicle in the amount of \$277,213.5 from Sam Pack's Five Star Ford LTD

Executive Summary:

The Sugar Land Police Department (SLPD) participates in a Regional SWAT Team that utilizes advanced equipment and tactics to respond to high-risk situations. The City of Sugar Land does not currently own specialized vehicles of this nature. The funding for the purchase of the custom SWAT Ford F-650 vehicle was approved by voters in the 2024 GO Bonds election.

The outfitted Ford F-650 SWAT vehicle, built on a Ford F-650 chassis, serves as a heavy-duty, dual-purpose tactical transport and mobile command center. It provides SWAT Team with a secure, highly customizable platform to deliver specialized gear and personnel safely to high-risk situations like barricaded subjects or natural disasters.

Sam Pack's Five Star Ford, a major commercial dealer that handles specialized heavy-duty commercial truck configurations, custom upfitting and equipment sourcing, was selected as a preferred vendor, and the cooperative purchasing was selected as a procurement method.

The total cost of the custom Ford F-650 SWAT vehicle configured to SLPD needs is \$277,213.50 via Houston Galveston Area Council Contract # VE05-24.

The Sugar Land Police Department recommends the City Council approve the purchase of the custom Ford F-650 SWAT vehicle in the amount of \$277,213.5 from Sam Pack's Five Star Ford

LTD.

Budget

Expenditure Required: \$277,213.5

Current Budget: \$277,213.5

Additional Funding: n/a

Funding Source: 2024 GO Bonds

Account Number (ORG-OBJ-Project): 5023220-621025-CMU2501

Attachments

1. Sugarland - F6D including RDV x1 Sam Pack Ford HGAC

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Austin Moore - Kevin Moore - Casey Marshall - Jorge Guerra - Alan Rosner

H-GAC VE05-24

End User: City of Sugarland

Sam Pack's Rep: Alan Rosner

Contact: Jeremy Johnson - Armored Group

Date: 5/14/2026

Contact TN/Email [On File](#)

Phone # On File

Product Description: 2027 Ford F-650 plus equipment

Color Code White

A. Bid Line # F-650

Base Price: **\$ 59,500.00**

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic	Included		Jump Start Remote Mount	\$ 90.00
	Air Conditioning - Power Steering/Brakes	Included		Dual 900 CCA Batteries	\$ 120.00
	Upgrade GVWR to 26,000 Non CDL	\$ 1,800.00		Embedded Modem Delete	\$ (75.00)
	Block Heater	\$ 155.00		30/70 air Ride (Integral Air Pump)	\$ 440.00
	Aluminum Wheels	\$ 735.00		Power Group	\$ 580.00
	Rear Alum Wheels	\$ 830.00		4 Body Builder Switches	\$ 125.00
	Synth Lube	\$ 50.00		110 AC Outlet	\$ 130.00
	19k rear axle	\$ 670.00		Interior Rear View Mirror	\$ 75.00
	Synth Lube rear	\$ 100.00		Exterior Appearance Package	\$ 730.00
	260 WB	\$ 965.00		Dual Chrome Motorized Heated Mirror	\$ 275.00
	GVWR 25,999	\$ 120.00			
	60 Gallon Fuel Tank	\$ 320.00			

Total of B. - Published Options **\$ 8,235.00**

C. Dealer Published Options

Code	Description	Bid Price	Code	Description	Bid Price
	RDV 22 Equipment Package	\$ 209,000.00			

Total of C. - Dealer Published Options **\$ 209,000.00**

D. Off Menu Options

Code	Description	Bid Price	Code	Description	Bid Price

Off Menu Options limited to 25% of Published Price Current % **0.00%** **Total of D. - Off Menu Options** **\$0.00**

Delivery Charges 270 Miles @ \$1.99/mile **\$ 537.30**

Manufacturer Options Discount **\$ (658.80)**

Requested aftermarket equipment listed in Section C and D **\$ -**

Total Each **\$ 276,613.50**

Quantity Ordered 1 **X F =** **\$ 276,613.50**

Administrative Fee **\$ 600.00**

Trade In Allowance - Non-Equipment debits and credits **\$ -**

TOTAL PURCHASE PRICE INCLUDING ADMIN FEE **\$277,213.50**



City Council Agenda Request July 21, 2026

Agenda Request No: VII.E.

Agenda of: City Council Meeting

Initiated by: Christian Eubanks, Environmental Manager

Presented by: Christian Eubanks, Environmental Manager

Responsible Department: Utilities

Agenda Caption:

STORMWATER COALITION INTERLOCAL AGREEMENT

Consideration of and action on the authorization of the execution of the Interlocal Agreement with Burney Rd. and Imperial Redevelopment District (IRD) MUD districts for the formation of a Stormwater Coalition.

Recommended Action:

Authorize the execution of the Interlocal Agreement with Burney Rd. and Imperial Redevelopment District (IRD) MUD districts for the formation of a Stormwater Coalition.

Executive Summary:

The City's Stormwater Division has historically administered its stormwater compliance program independently in accordance with Texas Commission on Environmental Quality (TCEQ) MS4 permit requirements. With multiple MS4 permits operating within the same geographic area, forming a Stormwater Coalition presents an opportunity to manage the larger stormwater system collectively, collaborate and cost-share on future projects, and eliminate duplicative compliance efforts — reducing the burden on MUD residents who would otherwise be paying for parallel programs. Once established, the Coalition is expected to require minimal ongoing administrative burden for the City.

On June 16, 2026, City staff presented the proposed Stormwater Coalition and associated Fee Ordinance to City Council, following an earlier review by the Intergovernmental Relations Committee. The Stormwater Coalition Fee Ordinance (Ordinance No. 2402) received first reading approval at the June 16, 2026 City Council meeting and second reading and final approval at the July 7, 2026 City Council meeting.

The Interlocal Agreement (ILA) between the City, Burney Rd. MUD, and the Imperial Redevelopment District formalizes the Coalition partnership. The ILA defines each party's responsibilities under the shared Stormwater Management Program, establishes the Stormwater Coalition Fee to offset the City's costs of Coalition administration and maintenance, and includes

an indemnification clause to protect the City from additional liability exposure associated with administering the program on behalf of its Member districts.

The Utilities Department recommends that City Council approve the Interlocal Agreement between the City of Sugar Land, Burney Rd. MUD, and the Imperial Redevelopment District.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. Burney Rd. Signed ILA - Stormwater Coalition
2. Interlocal COSL-IRD-Signed

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUGAR LAND,
THE BURNEY ROAD MUNICIPAL UTILITY DISTRICT, AND THE IMPERIAL
REDEVELOPMENT DISTRICT REGARDING THE FORMATION OF A
STORMWATER COALITION**

This Interlocal Agreement (“Agreement”) is 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 (the “City”), a home rule municipality and political subdivision of the State of Texas, Burney Road Municipal Utility District (the “Burney Road MUD”), a body politic and corporate and a governmental agency created and operating under the provisions of Chapters 49 and 54, Texas Water Code, and pursuant to Article XVI, Section 59, Texas Constitution, and the Imperial Redevelopment District (the “IRD”), a conservation and reclamation district created and organized under Chapter 8150, Texas Special District Local Laws Code, pursuant to the Interlocal Cooperation Act, Tex Gov’t Code § 791.001, *et seq.* Collectively, the Burney Road MUD and the IRD are the “Districts”, and separately, each a “District”.

RECITALS

WHEREAS, the Districts have received notification from the Texas Commission on Environmental Quality (“TCEQ”) that they meet the regulatory requirements requiring MS4 permit coverage; and

WHEREAS, the Districts currently own minimal stormwater assets (primarily wet ponds) and lack dedicated personnel or infrastructure to manage MS4 permit requirements; and

WHEREAS, the City operates under a Texas Pollutant Discharge Elimination System (“TPDES”) General Permit TXR04 in accordance with the Texas Commission on Environmental Quality (“TCEQ”) (the “MS4 Permit”); and

WHEREAS, the MS4 Permit required the development of a Stormwater Management Plan (“SWMP”) to protect water quality to the maximum extent practicable; and

WHEREAS, the City and the Districts are considered small MS4s; and

WHEREAS, per TCEQ rules and regulations, multiple small MS4s may combine or share efforts as a coalition in meeting one or more of the best management practices requirements described in the general permit if they are: (1) physically interconnected; (2) located in the same urban area with a population of at least 50,000 people; or (3) located in the same watershed; and

WHEREAS, the City and the Districts are: (1) physically interconnected; (2) located in the same urban area with a population of at least 50,000 people; and (3) located in the same watershed; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, *et seq.*, the City and the Districts are authorized to contract or agree to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the City and the Districts desire to enter into this Agreement to form a coalition to submit a joint SWMP and divide implementation responsibilities; and

NOW, THEREFORE, for and in consideration of the mutual promises, obligations and benefits herein set forth, the receipt and sufficiency of which are hereby acknowledged, the City and the Districts mutually agree as follows:

AGREEMENT

1. Recitals Confirmed. The matters set forth in the Recitals of this Agreement are found to be true and correct.
2. Coalition Formation. The City and the Districts agree that, by entering into this agreement, they are forming a coalition to submit a joint SWMP and divide implementation responsibilities.
3. District Compliance with TCEQ Permitting. If not already done, the Districts each agree to submit their own Notice of Intent ("NOI") for Stormwater Discharges and obtain a distinct permit from the TCEQ. The Districts agree to begin this process, if not already commenced, within thirty (30) days of the Effective Date of this Agreement. Failure to timely submit a NOI or begin the permitting process may result in the termination of this Agreement by the City.
4. General Division of MS4 Responsibilities. The parties agree that certain responsibilities under the SWMP shall be divided as follows:
 - A. SWMP Development and Updates. During the term of this Agreement, the City shall be solely responsible for development of, and updating, the SWMP.
 - B. TCEQ Reporting and Annual Reports. The City will prepare and submit reports to the TCEQ and file any required annual reports. These will be provided to the Districts for review purposes only.
 - C. Public Education and Outreach. The City will have primary responsibility for public education and outreach. The District may choose to provide optional support.
 - D. Public Involvement/Participation. The City will have primary responsibility for public involvement/participation. The District may choose to provide optional support.

E. Illicit Discharge Detection/Elimination ("IDDE"). The City will have primary responsibility for overseeing and managing IDDE. The Districts will immediately notify the City if IDDE is observed or suspected.

F. Construction/Post-Construction Oversight. The City will have primary responsibility for construction/post-construction issues. The Districts will immediately notify the City if any construction/post construction projects occur.

G. Maintenance of Stormwater Infrastructure. The City will have primary responsibility for maintenance of stormwater infrastructure. Provided, however, the Districts will have primary responsibility for maintenance of any wet ponds within their jurisdiction.

H. Recordkeeping. The City will have primary responsibility for recordkeeping. The Districts will be responsible for maintaining facility-level logs.

5. Training Requirements for District Personnel. To ensure regulatory compliance and minimize risk to the City, any of the Districts' maintenance staff or contractors responsible for stormwater facilities must complete basic stormwater training. Such training must include:

- A. Recognition and reporting of illicit discharges;
- B. Proper inspection and maintenance of wet ponds and outfalls;
- C. Vegetation management best practices; and
- D. Recordkeeping requirements

The City may provide training materials or offer annual sessions. The Districts are responsible for verifying completion and submitting annual training records.

6. District Obligations. The Districts agree and acknowledge that they are assuming the following obligations under this Agreement:

- A. Maintain all District-owned stormwater infrastructure in good working order;
- B. Complete and document required training for relevant personnel;
- C. Notify the City of any drainage concerns, construction activity, or public complaints;
- D. Cooperate with City inspections, audits, or annual reporting needs; and
- E. Participate in an annual coordination meeting with City staff.

7. MS4 Compliance. The City and the Districts recognize and acknowledge that, notwithstanding this Agreement, each party remains jointly liable for SWMP compliance and enforcement under the MS4.

8. Cost Sharing/Fee Structure. In recognition that the City will have the majority of the responsibilities under the SWMP, the Districts agree to be assessed a participation fee to offset program costs and administrative burden. The assessment fees shall be as follows:

- A. Each District will pay the City a one-time buy-in fee of Five Thousand and No/100 Dollars (\$5,000.00), or the ordinance rate then in effect. The initial fee covers development of this

Agreement, amendment of the exiting SWMP and NOI to reflect the coalition, and legal review, among other items. This fee is due and payable to the City within fifteen (15) days of the execution of this Agreement. The City will have no obligation to amend the SWMP or the MS4 until and unless this fee is paid in full by each District.

B. In addition to the initial buy-in fee, each District will pay the City an annual fee of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) during each year of this Agreement, as may be amended by ordinance. The first annual fee will be due on the first October 1 following the Effective Date of this Agreement, and subsequent payments will be due every twelve months thereafter. The fee for the first year shall be prorated on a monthly basis based on the number of full and partial months from the Effective Date of this Agreement through September 30 of that year, with any partial month counted as a full month. The annual fee covers reporting, audits, administrative time, complaint response, public education, and IDDE, among other things.

9. Liability and Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISTRICTS SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LOSS, EVEN IF GROUNDLESS, FRAUDULENT, OR FALSE, THAT DIRECTLY OR INDIRECTLY ARISES OUT OF OR IS RELATED TO THE DISTRICTS' PARTICIPATION IN THE CITY'S SWMP, THE COALITION, AND THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTUAL OR ALLEGED:

- A. RIGHT(S) OR INTEREST(S) GRANTED PURSUANT TO THIS AGREEMENT;**
- B. A DISTRICT'S BREACH OF THIS AGREEMENT OR FAILURE TO COMPLY WITH ITS PROVISIONS, INCLUDING, BUT NOT LIMITED TO, ANY VIOLATION OR BREACH BY A DISTRICT OF ANY REPRESENTATIONS AND WARRANTIES A DISTRICT HAS MADE IN THIS AGREEMENT;**
- C. VIOLATION BY A DISTRICT OF ANY LAW, STATUTE, ORDINANCE, GOVERNMENTAL ADMINISTRATIVE ORDER, RULE, OR REGULATION, INCLUDING WITHOUT LIMITATION ALL APPLICABLE TCEQ RULES AND REGULATIONS;**
- D. FINES ASSESSED BY THE TCEQ THAT RESULT FROM ONE OR MORE DISTRICT'S ACTIONS UNDER THIS AGREEMENT;**
- E. ANY ENFORCEMENT ACTION BY THE TCEQ THAT RESULTS FROM ONE OR MORE DISTRICT'S ACTIONS UNDER THIS AGREEMENT; AND**
- F. FAILURE ON ONE OR MORE DISTRICT TO MAINTAIN THEIR ASSETS THAT ARE SUBJECT TO THIS AGREEMENT AND THE SWMP.**

THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF THE CITY TO LOSSES CAUSED BY,

ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF ONE OR MORE DISTRICT, AND SUCH NEGLIGENCE OF THE CITY SHALL NOT LIMIT, DIMINISH, OR PRECLUDE EACH DISTRICT'S OBLIGATIONS TO THE CITY IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY THE CITY SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE CITY AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

10. Cooperation. The City and the Districts agree to work with each other in good faith at all times to effectuate the purposes and intent of this Agreement. To the extent the City incurs any out-of-pocket expenses associated with the implementation of this Agreement, the Districts each agree to reimburse the City for one-quarter (1/4) of such expenses within thirty (30) days of receipt of a written invoice detailing such expenses.

11. Other Instruments; Actions. The City and the Districts agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments, or documents as are necessary or incidental to effectuate the purposes of this Agreement.

12. Term and Termination.

- A. This Agreement shall become effective on the Effective Date and shall remain in effect for so long as each District remains in existence and shall terminate only at such time as each District is dissolved or abolished unless otherwise agreed to in writing by the Parties. The termination or dissolution of a District shall remove that District from this Agreement, but the Agreement will remain in full and force and effect as to the non-terminated, non-dissolved District.
- B. If a District is consistently non-compliant with this Agreement, or fails to timely pay any fees required hereunder, the City may terminate this Agreement for breach.
- C. In the event of a breach of this Agreement, the party alleging the breach will notify the party committing the breach in writing and provide that party with thirty (30) days to cure the breach. If the breach is not cured within that 30 day period, the party alleging the breach may terminate this Agreement.
- D. If a District elects to withdraw from this Agreement, it will provide the City and the other District thirty (30) days advance written notice. The City and the remaining District may elect to continue under this Agreement.

13. Payment from Current Revenues. A governmental entity required to make payment hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.

14. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, or hand delivery, or (ii) five (5) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or the District. Addresses for notice shall be as follows:

To the City: City of Sugar Land
 Attn: City Manager
 2700 Town Center Blvd. N.
 Sugar Land, TX 77479

To the IRD: Imperial Redevelopment District
 Attn: _____

If to Burney Road
MUD: Burney Road Municipal Utility District
 Attn: Wallace & Philbin, L.L.P.
 6363 Woodway Drive, Ste. 800,
 Houston, Texas 77096

15. Entire Agreement. This Agreement is the entire agreement between City and the Districts concerning the subject matter covered by this Agreement. No modification hereof or subsequent agreement relative to the subject matter hereof is binding on either Party unless reduced to writing and signed by the Party to be bound.

16. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. Law Governing and Venue. Texas law governs this Agreement and any lawsuit on this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.

18. Force Majeure. In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) business days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible. For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections,

riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inability of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

19. No Waiver of Immunity. Neither the execution of this Agreement nor any other conduct of any parties to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.

20. Benefit. This Agreement shall be for the sole and exclusive benefit of the City and the Districts and shall not be construed to confer any benefit or right upon any other party.

21. Assignment. No party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.

22. Captions. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

23. Electronic and Digital Signatures. The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

24. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

25. Authorization. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

[EXECUTION PAGES FOLLOW]

**BURNEY ROAD MUNICIPAL
UTILITY DISTRICT**

By: Mark Johnson
Name: MARK JOHNSON
Title: PRESIDENT
Date: 3/30/2026

ATTEST:

Cynthia Van Dusen
Secretary, Board of Directors
(SEAL)



**IMPERIAL REDEVELOPMENT
DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Secretary, Board of Directors
(SEAL)

CITY OF SUGAR LAND, TEXAS

By: Michael W. Goodrum, City Manager

Date: _____

ATTEST:

Linda Mendenhall, City Secretary

Approved as to Form:

D'Anna Shea Smith

D'Anna Shea Smith
Senior Assistant City Attorney

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUGAR LAND,
THE BURNEY ROAD MUNICIPAL UTILITY DISTRICT, AND THE IMPERIAL
REDEVELOPMENT DISTRICT REGARDING THE FORMATION OF A
STORMWATER COALITION**

This Interlocal Agreement (“Agreement”) is 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 (the “City”), a home rule municipality and political subdivision of the State of Texas, Burney Road Municipal Utility District (the “Burney Road MUD”), a body politic and corporate and a governmental agency created and operating under the provisions of Chapters 49 and 54, Texas Water Code, and pursuant to Article XVI, Section 59, Texas Constitution, and the Imperial Redevelopment District (the “IRD”), a conservation and reclamation district created and organized under Chapter 8150, Texas Special District Local Laws Code, pursuant to the Interlocal Cooperation Act, Tex Gov’t Code § 791.001, *et seq.* Collectively, the Burney Road MUD and the IRD are the “Districts”, and separately, each a “District”.

RECITALS

WHEREAS, the Districts have received notification from the Texas Commission on Environmental Quality (“TCEQ”) that they meet the regulatory requirements requiring MS4 permit coverage; and

WHEREAS, the Districts currently own minimal stormwater assets (primarily wet ponds) and lack dedicated personnel or infrastructure to manage MS4 permit requirements; and

WHEREAS, the City operates under a Texas Pollutant Discharge Elimination System (“TPDES”) General Permit TXR04 in accordance with the Texas Commission on Environmental Quality (“TCEQ”) (the “MS4 Permit”); and

WHEREAS, the MS4 Permit required the development of a Stormwater Management Plan (“SWMP”) to protect water quality to the maximum extent practicable; and

WHEREAS, the City and the Districts are considered small MS4s; and

WHEREAS, per TCEQ rules and regulations, multiple small MS4s may combine or share efforts as a coalition in meeting one or more of the best management practices requirements described in the general permit if they are: (1) physically interconnected; (2) located in the same urban area with a population of at least 50,000 people; or (3) located in the same watershed; and

WHEREAS, the City and the Districts are: (1) physically interconnected; (2) located in the same urban area with a population of at least 50,000 people; and (3) located in the same watershed; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, *et seq.*, the City and the Districts are authorized to contract or agree to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the City and the Districts desire to enter into this Agreement to form a coalition to submit a joint SWMP and divide implementation responsibilities; and

NOW, THEREFORE, for and in consideration of the mutual promises, obligations and benefits herein set forth, the receipt and sufficiency of which are hereby acknowledged, the City and the Districts mutually agree as follows:

AGREEMENT

1. Recitals Confirmed. The matters set forth in the Recitals of this Agreement are found to be true and correct.
2. Coalition Formation. The City and the Districts agree that, by entering into this agreement, they are forming a coalition to submit a joint SWMP and divide implementation responsibilities.
3. District Compliance with TCEQ Permitting. If not already done, the Districts each agree to submit their own Notice of Intent ("NOI") for Stormwater Discharges and obtain a distinct permit from the TCEQ. The Districts agree to begin this process, if not already commenced, within thirty (30) days of the Effective Date of this Agreement. Failure to timely submit a NOI or begin the permitting process may result in the termination of this Agreement by the City.
4. General Division of MS4 Responsibilities. The parties agree that certain responsibilities under the SWMP shall be divided as follows:
 - A. SWMP Development and Updates. During the term of this Agreement, the City shall be solely responsible for development of, and updating, the SWMP.
 - B. TCEQ Reporting and Annual Reports. The City will prepare and submit reports to the TCEQ and file any required annual reports. These will be provided to the Districts for review purposes only.
 - C. Public Education and Outreach. The City will have primary responsibility for public education and outreach. The District may choose to provide optional support.
 - D. Public Involvement/Participation. The City will have primary responsibility for public involvement/participation. The District may choose to provide optional support.

E. Illicit Discharge Detection/Elimination ("IDDE"). The City will have primary responsibility for overseeing and managing IDDE. The Districts will immediately notify the City if IDDE is observed or suspected.

F. Construction/Post-Construction Oversight. The City will have primary responsibility for construction/post-construction issues. The Districts will immediately notify the City if any construction/post construction projects occur.

G. Maintenance of Stormwater Infrastructure. The City will have primary responsibility for maintenance of stormwater infrastructure. Provided, however, the Districts will have primary responsibility for maintenance of any wet ponds within their jurisdiction.

H. Recordkeeping. The City will have primary responsibility for recordkeeping. The Districts will be responsible for maintaining facility-level logs.

5. Training Requirements for District Personnel. To ensure regulatory compliance and minimize risk to the City, any of the Districts' maintenance staff or contractors responsible for stormwater facilities must complete basic stormwater training. Such training must include:

- A. Recognition and reporting of illicit discharges;
- B. Proper inspection and maintenance of wet ponds and outfalls;
- C. Vegetation management best practices; and
- D. Recordkeeping requirements

The City may provide training materials or offer annual sessions. The Districts are responsible for verifying completion and submitting annual training records.

6. District Obligations. The Districts agree and acknowledge that they are assuming the following obligations under this Agreement:

- A. Maintain all District-owned stormwater infrastructure in good working order;
- B. Complete and document required training for relevant personnel;
- C. Notify the City of any drainage concerns, construction activity, or public complaints;
- D. Cooperate with City inspections, audits, or annual reporting needs; and
- E. Participate in an annual coordination meeting with City staff.

7. MS4 Compliance. The City and the Districts recognize and acknowledge that, notwithstanding this Agreement, each party remains jointly liable for SWMP compliance and enforcement under the MS4.

8. Cost Sharing/Fee Structure. In recognition that the City will have the majority of the responsibilities under the SWMP, the Districts agree to be assessed a participation fee to offset program costs and administrative burden. The assessment fees shall be as follows:

- A. Each District will pay the City a one-time buy-in fee of Five Thousand and No/100 Dollars (\$5,000.00), or the ordinance rate then in effect. The initial fee covers development of this

Agreement, amendment of the exiting SWMP and NOI to reflect the coalition, and legal review, among other items. This fee is due and payable to the City within fifteen (15) days of the execution of this Agreement. The City will have no obligation to amend the SWMP or the MS4 until and unless this fee is paid in full by each District.

B. In addition to the initial buy-in fee, each District will pay the City an annual fee of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) during each year of this Agreement, as may be amended by ordinance. The first annual fee will be due on the first October 1 following the Effective Date of this Agreement, and subsequent payments will be due every twelve months thereafter. The fee for the first year shall be prorated on a monthly basis based on the number of full and partial months from the Effective Date of this Agreement through September 30 of that year, with any partial month counted as a full month. The annual fee covers reporting, audits, administrative time, complaint response, public education, and IDDE, among other things.

9. Liability and Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISTRICTS SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LOSS, EVEN IF GROUNDLESS, FRAUDULENT, OR FALSE, THAT DIRECTLY OR INDIRECTLY ARISES OUT OF OR IS RELATED TO THE DISTRICTS' PARTICIPATION IN THE CITY'S SWMP, THE COALITION, AND THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTUAL OR ALLEGED:

- A. RIGHT(S) OR INTEREST(S) GRANTED PURSUANT TO THIS AGREEMENT;**
- B. A DISTRICT'S BREACH OF THIS AGREEMENT OR FAILURE TO COMPLY WITH ITS PROVISIONS, INCLUDING, BUT NOT LIMITED TO, ANY VIOLATION OR BREACH BY A DISTRICT OF ANY REPRESENTATIONS AND WARRANTIES A DISTRICT HAS MADE IN THIS AGREEMENT;**
- C. VIOLATION BY A DISTRICT OF ANY LAW, STATUTE, ORDINANCE, GOVERNMENTAL ADMINISTRATIVE ORDER, RULE, OR REGULATION, INCLUDING WITHOUT LIMITATION ALL APPLICABLE TCEQ RULES AND REGULATIONS;**
- D. FINES ASSESSED BY THE TCEQ THAT RESULT FROM ONE OR MORE DISTRICT'S ACTIONS UNDER THIS AGREEMENT;**
- E. ANY ENFORCEMENT ACTION BY THE TCEQ THAT RESULTS FROM ONE OR MORE DISTRICT'S ACTIONS UNDER THIS AGREEMENT; AND**
- F. FAILURE ON ONE OR MORE DISTRICT TO MAINTAIN THEIR ASSETS THAT ARE SUBJECT TO THIS AGREEMENT AND THE SWMP.**

THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF THE CITY TO LOSSES CAUSED BY,

ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF ONE OR MORE DISTRICT, AND SUCH NEGLIGENCE OF THE CITY SHALL NOT LIMIT, DIMINISH, OR PRECLUDE EACH DISTRICT'S OBLIGATIONS TO THE CITY IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY THE CITY SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE CITY AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

10. Cooperation. The City and the Districts agree to work with each other in good faith at all times to effectuate the purposes and intent of this Agreement. To the extent the City incurs any out-of-pocket expenses associated with the implementation of this Agreement, the Districts each agree to reimburse the City for one-quarter (1/4) of such expenses within thirty (30) days of receipt of a written invoice detailing such expenses.

11. Other Instruments; Actions. The City and the Districts agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments, or documents as are necessary or incidental to effectuate the purposes of this Agreement.

12. Term and Termination.

- A. This Agreement shall become effective on the Effective Date and shall remain in effect for so long as each District remains in existence and shall terminate only at such time as each District is dissolved or abolished unless otherwise agreed to in writing by the Parties. The termination or dissolution of a District shall remove that District from this Agreement, but the Agreement will remain in full and force and effect as to the non-terminated, non-dissolved District.
- B. If a District is consistently non-compliant with this Agreement, or fails to timely pay any fees required hereunder, the City may terminate this Agreement for breach.
- C. In the event of a breach of this Agreement, the party alleging the breach will notify the party committing the breach in writing and provide that party with thirty (30) days to cure the breach. If the breach is not cured within that 30 day period, the party alleging the breach may terminate this Agreement.
- D. If a District elects to withdraw from this Agreement, it will provide the City and the other District thirty (30) days advance written notice. The City and the remaining District may elect to continue under this Agreement.

13. Payment from Current Revenues. A governmental entity required to make payment hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.

14. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, or hand delivery, or (ii) five (5) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or the District. Addresses for notice shall be as follows:

To the City: City of Sugar Land
Attn: City Manager
2700 Town Center Blvd. N.
Sugar Land, TX 77479

To the IRD: Imperial Redevelopment District
Attn: Acron Carpenter
Acacarpenter@ASHR.com
3200 Srr freeway, ste 2600
Houston, TX 77027

If to Burney Road
MUD: Burney Road Municipal Utility District
Attn: _____

15. Entire Agreement. This Agreement is the entire agreement between City and the Districts concerning the subject matter covered by this Agreement. No modification hereof or subsequent agreement relative to the subject matter hereof is binding on either Party unless reduced to writing and signed by the Party to be bound.

16. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. Law Governing and Venue. Texas law governs this Agreement and any lawsuit on this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.

18. Force Majeure. In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) business days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible. For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections,

riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inability of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

19. No Waiver of Immunity. Neither the execution of this Agreement nor any other conduct of any parties to this Agreement shall be considered a waiver or surrender of its governmental powers or immunity under the Texas Constitution or the laws of the State of Texas.

20. Benefit. This Agreement shall be for the sole and exclusive benefit of the City and the Districts and shall not be construed to confer any benefit or right upon any other party.

21. Assignment. No party may assign its rights, duties, or obligations hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.

22. Captions. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

23. Electronic and Digital Signatures. The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

24. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

25. Authorization. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each Party, as evidenced by the signature of the appropriate authority. Each Party further represents that, by execution of this Agreement, it has been duly authorized by its governing body or other appropriate authority from whom such Party is legally bound to obtain authorization.

[EXECUTION PAGES FOLLOW]

**BURNEY ROAD MUNICIPAL
UTILITY DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Secretary, Board of Directors
(SEAL)

**IMPERIAL REDEVELOPMENT
DISTRICT**

By: 
Name: TIM STUBENRUCH
Title: BOARD PRESIDENT
Date: 6/24/26

ATTEST:


Secretary, Board of Directors
(SEAL)



CITY OF SUGAR LAND, TEXAS

By: Michael W. Goodrum, City Manager

Date: _____

ATTEST:

Linda Mendenhall, City Secretary

Approved as to Form:

D'Anna Shea Smith

D'Anna Shea Smith
Senior Assistant City Attorney

(SEAL)



City Council Agenda Request July 21, 2026

Agenda Request No: VII.F.

Agenda of: City Council Meeting

Initiated by: Linda Mendenhall, City Clerk

Presented by: Linda Mendenhall, City Clerk

Responsible Department: City Clerk's Office

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-32: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING A CITY COUNCIL POLICY AND PROCEDURE FOR BOARDS, COMMISSIONS, AND COMMITTEES.**

Recommended Action:

Staff recommends approval of Resolution 26-32 repealing Resolution No. 21-17 for the proposed changes to the City Council Policy on Boards, Commissions, and Committees.

Executive Summary:

Following the completion of the recent recruitment cycle for the City's Boards, Commissions, and Committees (BCCs), the Office of the City Clerk conducted a comprehensive review of the policies, procedures, and governing documents associated with the recruitment and appointment process. This review identified opportunities to improve consistency, transparency, administrative efficiency, and alignment among the City's governing documents.

At the March 24, 2026, City Council Workshop, City Council discussed proposed revisions related to Boards, Commissions, and Committees and provided initial feedback regarding term limits, appointment timelines, and recruitment procedures. Staff subsequently refined the proposed amendments and presented the recommendations at the June 2, 2026, City Council Workshop. Following discussion, City Council provided direction supporting the proposed revisions.

The proposed amendments are intended to modernize and standardize the City's Boards, Commissions, and Committees program by:

- Establishing consistent appointment and recruitment procedures across Boards, Commissions, and Committees, where applicable.
- Aligning appointment terms with the calendar year to provide greater clarity for

residents, applicants, and staff.

- Enhancing transparency in the recruitment and appointment process through clearly defined timelines and procedures.
- Clarifying provisions within the City Code to ensure consistency among governing documents.
- Improving administrative efficiency through standardized processes for appointments, reappointments, and vacancies.

The proposed revisions to the City Council Policy and Procedure Manual incorporate the direction provided by City Council during the June 2, 2026 workshop and implement the recommended changes requiring updates to City Council policy. Related amendments to the City Code are presented under a separate agenda item for City Council consideration.

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

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

Attachments

1. Resolution 26-32 - Revisions
2. Resolution 26-32 - Updated Version

RESOLUTION NO. 26-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS,
ADOPTING A CITY COUNCIL POLICY AND PROCEDURE FOR BOARDS, COMMISSIONS,
AND COMMITTEES.**

WHEREAS, the City Council wishes to adopt a policy that establishes procedures for City boards, commissions, and committees; NOW THEREFORE,

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

Section 1. That Resolution No. 21-17 is repealed.

Section 2. That the City Council of the City of Sugar Land, Texas adopts a City Council Policy and Procedure for Boards, Commissions, and Committees as described herein:

**CITY COUNCIL POLICY AND PROCEDURE
BOARDS, COMMISSIONS, COMMITTEES**

BACKGROUND:

It is the policy of City Council to annually appoint residents to serve on various boards, commissions and committees. Each board and commission exercises a number of advisory and quasi-judicial powers and functions essential or useful to the operation of city government.

Boards and commissions are a vital part of city government, providing an opportunity for resident involvement in the governing processes of the City and providing City Council with input, ideas, feedback and suggestions on public policy.

Boards and commissions are created and enabled in different ways. Some are creations of governing statutes and laws, while others are creations of City Council. Terms of office and qualifications for office vary; terms begin and expire either with the beginning of the fiscal year (October) or the beginning of the calendar year (January), unless otherwise noted by prevailing statute, ordinance, and/or City policy.

PURPOSE:

The policy and procedure establishes guidelines for appointment of residents to boards, commissions and committees; the recognition of their many contributions; and provides reference for orientation and training for members. The policy and procedure applies to all resident volunteer boards, commissions and committees and the appropriate staff who support them (staff liaisons). The policy and procedure does not apply to City Council member committees and task forces.

All new boards, commissions, committees, and task forces formed subsequent to the adoption of this policy, are automatically subject to its rules and procedures. Boards, commissions, committees, and task forces dissolved after the adoption of this policy, will automatically be removed and no longer subject to its rules and procedures.

RESPONSIBILITY:

The Office of the City ~~Secretary~~ Clerk is responsible for implementation of this policy and procedure.

OBJECTIVE:

The intent of City Council is to manage the appointment process by:

- Keeping boards and commissions strong and viable through appointment of qualified members who have a basic understanding of the role and responsibility of the board or commission sought; understanding of time commitment; and what is expected of members.
- Using applications with general and supplementary questionnaires with a defined description and criteria for each board or commission and resume for each applicant.
- Active involvement in direct recruitment by discussing the application process with constituents, and open vacancy recruitment on city website, media publications, press releases, and social media platforms.
- Maintaining low turnover of quasi-judicial boards and commissions and advisory boards with specific criteria set by City Council.
- Reviewing member performance, attendance, expertise, experience, and decision-making ability; and consider member participation in appropriate training and continuing education when considering reappointments.
- Obtaining input from chairs of selected boards and commissions and their respective staff liaisons.
- Creating a City Council Boards and Commissions Appointments Task Force responsible for interviewing selected applicants for selected positions annually.
- Giving strong consideration to both the reappointment of incumbents and new appointees.
- Making appointments prior to the beginning of term.

City Council to discuss each appointment in workshop and where allowed by law in closed executive session, prior to appointing and voting in open session.

APPOINTMENT PERIOD:

~~The City Council shall make appointments to boards, commissions, and committees in September of each year before the beginning of terms starting in October of each year; and in December for terms beginning in January. Other appointments shall be made in accordance with the relevant prevailing statute, ordinance, and/or City policy.~~ The City Council shall initiate the annual appointment process for boards, commissions, and committees in August by conducting preparatory work to determine the number of reappointments and vacancies. In September of each year, the City Council by accepting shall accept applications for vacancies and expiring terms. Appointments shall be made in November, with appointed terms commencing on January 1 and ending on December 31 of the applicable term year, unless otherwise specified by statute, ordinance, or City policy. Other appointments shall be made in accordance with the relevant prevailing statute, ordinance, and/or City policy.

BOARD DEFINITIONS:

BOARD TYPES: Boards, commissions, and committees serve many different roles within the City. It is important that staff and the board members understand the role of each board and the authority and responsibility for the board and its members. To help define these roles, each board, commission and committee will be designated by type as defined below:

- **Administrative Boards:** A board having final decision-making authority, by law, on matters within its jurisdiction.
- **Advisory Boards:** An advisory board serves as an ongoing forum for providing public input to the City Council and appropriate departments on specific issues. Advisory boards are not authorized to make decisions on behalf of the City. The City Council will consider input from the advisory boards, as well as from other sources, in making decisions on issues. The City Council may or may not take action that is in agreement with the advice of an advisory board.

Advisory boards may not speak for the City or take independent positions on issues with the public or the press. The purpose of the boards is only to advise the City Council or the appropriate department.

- **Quasi-Judicial Boards:** These boards and commissions are defined in state statute or ordinance, and have certain legal responsibilities and authorities, as designated. These boards and commissions have the authority to hold formal hearings and issue decisions. Members of these boards must be cognizant of protecting the unbiased quasi-judicial nature of the board and its formal hearings.

TERMS:

~~Unless otherwise mandated by state statute, governance document, or approved by City Council, no member of a board or commission shall serve on any one board or commission for more than four consecutive terms or nine years. In the event an individual fills the unexpired term of a board member, that unexpired term shall not be counted as a complete term.~~

~~Unless otherwise noted by prevailing statute, ordinance, and/or City policy, terms shall begin October 1 and end September 30 of the following year. Tax Increment Reinvestment Zone Boards terms shall end on December 31 and begin on January 1 of each year. Telfair Tract 5 four year staggered terms shall end on May 31 and begin on June 1.~~

~~Mid-term appointments to positions that become vacant may be made at any time or may be postponed, at the discretion of City Council, to the regular term period.~~

Unless otherwise mandated by state statute, governance document, or approved by City Council, no member of a board, commission, committee, or task force shall serve more than four (4) consecutive two-year terms. ~~In the event an individual is appointed to fill an unexpired term, that partial term shall not be counted as a full term for purposes of term limits.~~ In the event an individual is appointed to fill an unexpired term, that term shall not be counted as a full term if the remaining portion of the term is less

than one (1) year. Appointments to unexpired terms with more than one (1) year remaining shall be counted as a full term for purposes of term limits.

Unless otherwise provided by statute, ordinance, or City policy, all terms shall begin on January 1 and end on December 31 of the applicable term year.

Telfair Tract 5 Commercial Management District board members shall serve staggered terms as established by the governing document for that board.

Mid-term appointments to fill vacancies shall be coordinated by the Office of the City Clerk in collaboration with the applicable staff liaison can be made at any time or may be postponed, at their discretion, to the regular term period.

RECRUITMENT:

City Council will seek the most qualified individuals representing a cross-section of gender, cultural/ethnic diversity, geographical representation and representation of the public at large, including viewpoints and special interests and expertise.

~~The Office of the City Secretary will market and advertise board, commission, and committee vacancies in an official newspaper, on the city website and social media platforms prior to term expiration date or on an as needed basis throughout the year; and extend invitations periodically in the city e-newsletter, print media, and other produced materials that might engage interested residents.~~

~~The recruitment deadline for returning the application will be stated in the public notice.~~

The Office of the City Clerk, in coordination with the Community Engagement Department, shall market and advertise board, commission, and committee vacancies through the City website, social media platforms, and other appropriate communication methods prior to term expiration dates and on an as-needed basis throughout the year. Additional outreach materials may be utilized to encourage resident engagement and participation.

APPLICATIONS:

Applications shall be available online through the city website. Applications may be submitted during the annual application period and will be retained for one year for use during the appointment process and when vacancies occur. Residents may apply for more than one board and may prioritize their requests on the application form.

All residents interested in serving on a board, commission, committee, or task force shall complete an official application. Completed applications along with resume, shall be submitted online through the city volunteer website.

~~Electronic versions of all application materials used during the appointment process will be compiled and made available to City Council for appointment considerations.~~

ELIGIBILITY AND QUALIFICATIONS:

Eligibility for board, commission, committee or task force appointments is defined by city charter, ordinance, resolution, or state statute that established and governs the board, commission, committee or task force.

Because of the time commitment involved, and to allow more residents the opportunity to participate on a board, commission, committee or task force, serving on more than one board or commission is discouraged.

The City Council reserves the right to appoint individuals to multiple boards, commissions, committees, or task forces when, in the opinion of the City Council, it is in the best interest of the City.

Appointments to boards and commissions that have specific eligibility requirements must be made in accordance with the governing requirement; appointed members must continue to meet the eligibility requirements during the term of appointment. If a member does not continue to maintain the necessary requirements, the member shall resign the appointed position.

RESIDENCY:

Except by special circumstance as approved by City Council, or prevailing statute, all members of boards, commissions, committees or task forces must be residents of the City.

DUTIES/ROLES:

All boards, commissions, committees, and task forces are required to meet on a regular basis as deemed required/appropriate or as outlined by a prevailing statute, ordinance, and/or City policy.

ATTENDANCE:

Members are expected to be available to attend **all regularly** scheduled board meetings, ~~more than 50 percent of all regularly scheduled board meetings, except for members of Building Standards Commission who are required to attend all meetings.~~ If a member becomes unable to attend most board meetings, the member should submit their resignation so that a replacement may be appointed. The City Council may dismiss any member for poor attendance. A member who misses three successive meetings is deemed to have automatically resigned from their position, except for special circumstances including business conflict, illness, or family emergency, which are subject to approval from the board/commission chair.

APPOINTMENT PROCESS:

~~The City Council will make appointments to boards, commissions, committees and task forces. Staff may assist with recruitment of new members but should not make recommendations for appointments, unless specifically requested to do so by City Council.~~ **The City Council shall make appointments to boards, commissions, committees, and task forces. Board Liaisons and staff will assist with recruitment efforts and provide feedback or recommendations concerning applicants for appointment. Such input shall be advisory in nature, and final appointment authority shall remain solely with the City Council.**

Selection of members to the boards and commissions will be carried out as follows:

- ~~The Office of the City Secretary, via staff liaison, will contact incumbent boards and commissions members, requesting to confirm if they desire to be considered for reappointment. Members who desire reappointment will be considered along with all applicants. The Office of the City Clerk, through the applicable staff liaison, shall contact incumbent board, commission, and committee members regarding their interest in reappointment. Staff liaisons shall notify the Office of the City Clerk of members wishing to seek reappointment, and such members shall complete a Request for Reappointment form. Reappointment requests shall be considered along with all other applications received.~~ Requests for reappointment shall be evaluated independently of new applications. In considering a request for reappointment, the Task Force shall take into account the member's attendance record, participation, compliance with board requirements, and overall contribution to the board, commission, or committee.
- City Council Boards and Commissions Appointments Task Force will review all application materials, to find the most qualified individuals representing a cross-section of gender, cultural/ethnic diversity, geographical representation and representation of the public at large including viewpoints, special interest and expertise.
- The Office of the City Clerk shall coordinate a “Meet and Greet” opportunity for prospective applicants and the City Council Boards, Commissions, and Committees Task Force as part of the appointment process. The Meet and Greet is intended to provide an informal setting for applicants and Task Force members to become acquainted, discuss board, commission, and committee service, and assist the City Council in evaluating applicants for appointment. A Meet and Greet for mid-term appointments may be conducted at the discretion of the Office of the City Clerk in coordination with the applicable staff liaison.
- Members shall be appointed to designated positions in accordance with the qualifications identified within the applicable board, commission, or committee description below.

NOTIFICATION:

~~The Office of the City Secretary, through liaisons, will notify appointees of their appointment. Applicants not selected for appointment shall also receive a notification regarding the status of their application from the Office of the City Secretary.~~ The Office of the City Clerk, in coordination with the Community Engagement Department, shall provide notification to all applicants regarding their appointment status. Applicants not selected for appointment shall be informed that their application will remain on file for a period of one (1) year for consideration in future appointment cycles.

VACANCIES:

By agreeing to serve on a board, commission, committee, or task force the member agrees to abide by the policies and procedures of the City. Any board, commission, committee, or task force member who violates the terms of the ordinances, policies, and procedures or the bylaws of the board may be asked to resign or be removed from the board, commission, committee, or task force by the City Council.

If a vacancy occurs during the year, the position may be filled from the list of applicants from the last recruitment period using the appointment process delineated in this policy or through open recruitment

for interested volunteers. The Office of the City ~~Secretary~~ **Clerk** will maintain applications on file for one year.

~~Resignations from any board, commission, committee or task force shall be in writing addressed to the Mayor; the staff liaison shall notify City Council and the Office of the City Secretary by memorandum within five business days of receipt of resignation. A vacancy occurs on the effective date shown in the resignation, when a member is removed, or has been deemed to have automatically resigned from the position.~~ Resignations from any board, commission, committee, or task force shall be submitted in writing to the applicable staff liaison. The staff liaison shall notify the Office of the City Clerk and City Council within five (5) business days of receipt of the resignation. A vacancy shall occur on the effective date identified in the resignation, upon removal of a member, or upon determination that a member has automatically resigned in accordance with applicable law or policy.

ALTERNATES:

Alternate members shall be appointed in accordance with the relevant state statute or ordinance. Alternate members vote only when needed to make a quorum.

OATH:

~~The Office of the City Secretary will schedule appointees' oaths of office at a City Council meeting prior to their first meeting.~~ The Office of the City Clerk shall administer the official oath of office to appointees prior to their first meeting. A ceremonial oath will be conducted at the first City Council meeting in December.

ANNUAL APPRECIATION RECOGNITION:

City Council recognizes the invaluable input and contributions of boards, commissions, committees, and task force members and hosts an annual recognition event to acknowledge all members and their contributions to the governance process.

The Office of the City ~~Secretary~~ **Clerk** is responsible for coordinating the annual event. Additional events and/or opportunities for recognition and appreciation may become available on a case by case basis, subject to approval from city management. Department directors and staff liaisons will receive advance notification of the appreciation event details in order to remain informed and answer questions from members, should they arise.

STAFF SUPPORT:

Staff support is available to the board, commission, committee and task force through the staff liaison assigned to support each board, commission, committee or task force.

Staff liaisons are also responsible for tracking time donated by members including attendance to meetings and other work performed in their official capacity.

Staff liaisons and staff support will not be members of the board, commission, committee or task force to which they are assigned, unless otherwise authorized by statute, ordinance, and/or City policy.

ORIENTATION:

Upon member appointment, staff liaisons will notify the appointee regarding orientation for new members.

New members are encouraged to attend meetings before their term begins, and existing members are encouraged to share their experience and knowledge with new members.

Staff liaisons will hold an annual orientation workshop as part of a meeting of the full board. The workshop will address:

- Introduction and orientation of new appointees;
- Authority, limitations and responsibilities under state statutes, city charter and city codes;
- Policies and rules of order;
- ~~Open meetings, ethics, conflicts of interest, and disclosures;~~ Annual Ethics Training, including conflicts of interest and disclosure requirements, as required by the City Code of Ordinances.
- Completion of Texas Open Meetings and Public Information Act training approved by the Attorney General of the State of Texas; including filing of completion certificates with the Office of the City Secretary Clerk within 90 days of being sworn in;

CONTINUING EDUCATION:

It is the City Council policy that the City allocates, when possible, funding for relevant training, continuing education and reference materials for members of city boards and commissions.

Planning and Zoning Commission:

The staff liaison responsible for commission support will provide an annual training and education program for the commission to include:

- Attending the annual Texas Chapter American Planning Association Conference and Planning Commissioner's Short Course; or,
- Annually attending a conference and training program of comparable length, and sponsored by the Urban Land Institute; or,
- Attending a comparable program of city planning, land development or related study presented by an accredited college or university, extension service, agency or professional association.

The staff liaison and support staff will prepare and present a formal annual program for commission orientation to include:

- Commission roles in preparing, amending and implementing the comprehensive plan;
- Commission roles in various development review processes;
- Role and function of the Airport Commission; and
- Other topics as necessary for or relevant to the work of the commission.

Zoning Board of Adjustment and Building Standards Commission:

Staff liaison responsible for board or commission support will provide an annual program for training and education to include:

- (a) An annual orientation workshop as part of a meeting of the full board or commission. Workshop topics will include:
 - Standards of review for consideration of agenda items;
 - Appeals of decisions;
 - Staff role and review procedures in bringing matters before the board or commission;
 - Sample prior cases and decisions.
- (b) To ensure the board or commission is prepared and can serve effectively when called to meet, a second annual workshop/training will be held as part of a meeting of the full board or commission to review:
 - Summary of key concepts covered in orientation;
 - Recent/pending code amendments;
 - New legislative or judicial impacts on the business of the board or commission; and,
 - Reference materials relevant to board or commission education and effectiveness.

Sugar Land 4B Corporation:

Each year, all SL4B Corporation board members will attend training provided by the City economic development staff based on a required training program established by the Texas Economic Development Council and related city programs and plans.

The purpose of the training is to ensure that corporation board members are thoroughly familiar with city goals and objectives as they relate to the SL4B Corporation and are properly informed on legal requirements to operate the corporation and administer the sales tax imposed for the benefit of the corporation.

BOARD/COMMISSION DESCRIPTIONS:

Animal Advisory Board (Advisory):

The Animal Advisory Board is comprised of 11 members and created by state law with appointments being made pursuant to membership requirements and qualifications as provided by state law and City ordinance. The membership must include a licensed veterinarian; a municipal official; a person whose duties include the daily operation of an animal shelter; a representative from an animal rescue group; and a resident of the city that actively volunteers with the animal services division.

The purpose of the board is to review and recommend procedures for the care and maintenance of animal shelter facilities and impounded animals to ensure compliance with state law; to periodically review the city's animal control ordinances and make recommendations for revisions; review the city's animal control policies, programs, and practices of the current animal shelter; review animal capacity calculations and animal population trends; review and recommend policies, programs and practices for implementation in a new animal shelter; determine the city's animal shelter program needs versus wants and identify budget needs of each; recommend funding options for the programming of space; and recommend a capital campaign. State law requires that the board meet at least three times a year.

Building Standards Commission (Quasi-Judicial):

The commission is comprised of seven members and three alternates who have knowledge of the property maintenance codes, and are qualified by experience and training to decide matters related to building construction and property maintenance. The commission must be cognizant of protecting the unbiased quasi-judicial nature of the commission and the formal hearings. Activities of the commission are limited to those authorities granted by state statute and city ordinance. Decisions of the commission are the final city step for an applicant; further action, by an applicant is to a court of law.

The commission may, in addition to the duties provided by law:

- (1) Hear and decide appeals that allege an error in an order, requirement, decision or determination made by an administrative officer or employee in the application or enforcement of any building code adopted by the city.
- (2) Hear and decide appeals that allege an error in a decision or determination made by an administrative officer or employee related to the denial or revocation of a residential rental property license.
- (3) Authorize a variance from the terms of any building code adopted by the city.

~~As a result of the infrequency of meetings,~~ **All** members and alternates shall attend all scheduled meetings. This ensures alternates are familiar with relevant issues and prepared to vote when needed.

Imperial Redevelopment District (Administrative):

The district has the powers provided for in Chapters 49 and 54 of the Water Code.

The district is governed by a five-member board of directors, appointed by the City Council to serve four year terms.

Board members govern the district and have the authority to act on issues of:

- Implementing or contracting with other entities to implement the tax increment financing district project plan on behalf of Tax Increment Reinvestment Zone Three.
- Developer requests for infrastructure reimbursement pursuant to the statutes, and the Imperial Redevelopment Agreement.
- Issuing bonds to finance eligible project costs.
- Establishing district ad valorem tax rates.

Independent Ethics Review Board (Administrative):

The Independent Ethics Review Board is created by City Ordinance. The board consists of seven members and two alternates appointed by City Council to serve staggered, ~~three-year~~ **two-year** terms. The board meets quarterly for training and as needed to review and hear alleged violations to the City's Rules of Ethical Conduct.

Music Advisory Board (Advisory)

The Music Advisory Board provides input and recommendations regarding initiatives, programs, and

opportunities that support and promote the growth and development of the local music industry and music community within the city.

PARCS Board (Advisory):

The City Council vision for the PARCS Board is to create a board to provide input, feedback and advice on projects and programs to enrich the visual and aesthetic environment of the City and to advise on other matters relating to long term goals and objectives for parks, recreation and cultural activities, streetscape and urban forestry programs, to enrich the visual and aesthetic environment of the City.

The nine-member board focus is on providing collaborative leadership in the cultural arts sector, building cultural arts programs and related parks and facilities, and understanding user needs to enhance the overall quality of life by providing leisure and cultural services while preserving and promoting natural resources.

Members should possess skills and qualifications useful to parks, art, recreation, culture, and streetscapes; represent various community sectors; and have professional expertise in one or more of the following backgrounds:

- Parks, arts or recreation user/advocate;
- Landscape architect, architect, interior designer, or urban planner;
- Fine arts professional or educator;
- Arts or architecture historian, administrator, or curator;
- Business or education leader/philanthropist

Planning and Zoning Commission (Administrative):

This commission is authorized by ~~Ordinance No. 1178, § 1, 6-15-99,~~ city charter, and state law to perform the following duties and responsibilities:

- Approve or disapprove subdivision plats as provided by state law and city ordinance;
- Recommend to the council approval or disapproval of proposed changes in the zoning regulations and zoning map as provided by state law and city ordinance;
- Make recommendations to the council on the city's master plans;
- Make recommendations to the city manager and the City Council on the city's five-year capital improvements plan; and,
- Perform any other duties as directed by the council or by ordinance.

The commission shall be comprised of no less than seven members. ~~The Commission traditionally have nine serving members.~~

Sugar Land 4B Corporation (Non-Profit):

The corporation is managed by a seven-member board of directors authorized to exercise the powers set forth by the Development Corporation Act and the bylaws of the corporation. The board is appointed by and serves at the pleasure of City Council. The purpose of the corporation is to promote, assist, and enhance economic development activities; and quality of life opportunities within the City that promote economic development.

The bylaws prescribe that a director be a resident of the city and that no director serve more than three consecutive two-year terms (6 years). By state law, three members of the board must not be city officials or employees. The City Council and City Manager serve as ex-officio members of the board. The board annually elects from the membership the president and vice-president to serve a one-year term.

Sugar Land Development Corporation (Non-Profit):

The Development Corporation is a ~~Section 4~~ **Type** A corporation authorized to levy an economic development sales tax to promote industrial and manufacturing enterprises. In 1993 the electorate approved establishing Sugar Land Development Corporation as a ~~non-profit~~ development corporation to administer economic sales taxes collected.

The purpose of the corporation is to promote, assist, and enhance economic development activities in the City. The corporation is managed by a board of directors, which is authorized to exercise the powers authorized by law or by statute and pursuant to corporation bylaws.

The statute governing the corporation provides that the board of directors be appointed by the governing body of the municipality. Pursuant to the bylaws, City of Sugar Land City Council serves as the board of directors; terms run concurrent with the City Council member term of office. Membership consists of seven directors.

Sugar Land Heritage Foundation (Non-Profit):

The Sugar Land Heritage Foundation is a 501c3 organization for the purpose of preserving the history of Sugar Land and the historical structures, records and artifacts.

The number of directors constituting the Board of Directors may be increased or decreased (but not to a number fewer than five (5) or more than twenty-five (25) from time to time by resolution of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent director. Directors shall serve a three-year term and until said director's successor shall have been elected, appointed, or designated and qualified, or until they resign or until they are removed in accordance with ~~Section II-3~~ **Board Bylaws**. A director may not serve more than three terms of three years beginning with the approval of the Amended and Restated Bylaws.

A City Council member fills one of the city positions; and a member of city staff is appointed to fill one position; directors serve three year terms.

Sugar Land Legacy Foundation (Non-Profit):

The Sugar Land Legacy Foundation is a 501c3 organization working exclusively for charitable purposes as allowed by law, including supporting the City in the acquisition, ownership, construction, development, improvement, operation, or maintenance of land and facilities owned or controlled by the City including land, facilities, and activities for recreation, entertainment, sports, the arts, and similar activities that benefit the residents of the City of Sugar Land.

The foundation focuses its efforts on encouraging persons, businesses, and corporations, to make

contributions of funds or donations of real estate or other property of value, to the foundation.

Foundation bylaws provide for a board of directors between five and 15 members appointed by the City Council to serve staggered two year terms that begin ~~October 1 and end on September 30~~ **January 1 and end on December 31**. To qualify to serve as a director, a person must be committed to achieving the purpose of the foundation and have the financial skills, knowledge, experience or resources necessary to achieve those purposes.

City Council appoints a director to serve as president, who serves at the pleasure of the City Council and may be removed at any time. The board elects directors from the membership to serve as vice-president, secretary, and treasurer. Officers serve one-year terms.

Tax Increment Reinvestment Zone One (Administrative):

~~Tax Increment Reinvestment Zone One is the board for Sugar Land Town Square comprised of nine members. The board is a recommending body to City Council for administration and implementation of the zone project plan and the reinvestment zone financing plan for public improvements in Town Square. Annually, the board adopts a budget for the current fiscal year, and has the authority to enter into contracts and agreements within such budget allocation. The board meets quarterly or as needed to further the development of Town Square.~~

~~Members serve two year terms; pursuant to provisions of state law. Position Three serves as board chairman.~~

Tax Increment Reinvestment Zone Three (Administrative):

Tax Increment Reinvestment Zone Three is a special district for redevelopment of the Imperial Project. The board is comprised of five members; City Council annually appoints members who serve staggered two-year terms which begin on January 1 of each year. Position Two and Four terms expire in December 31 of even number years; Position One, Three and Five terms expire December 31 of odd number years.

Annually, City Council appoints from any position on the board a member to serve as chair for a term of one year beginning on January 1 of each year. The board of directors elect from the members a vice chairman, secretary, and such other officers as the directors see fit.

Tax Increment Reinvestment Zone Four (Administrative):

Tax Increment Reinvestment Zone Four is a geographic area identified as the Entertainment District to facilitate a program of public improvements for various types of entertainment venues, theaters, plazas, stadiums, parks and associated projects within the district.

The board of directors consists of eight members appointed to two year terms. The City Council appoints four directors to fill positions One through Four, Position Five is appointed by Fort Bend County Commissioners Court and Position Six represents the Drainage District; positions Eight and Nine are appointed by Fort Bend County Municipal Utility Districts No. 138 and 139 respectively; Position Seven is reserved for Municipal Utility District No. 137 in the event they approve the participation agreement.

City Council annually appoints members who serve staggered two-year terms which begin on January 1

of each year.

City Council annually appoints, from any position, a member to serve as chair for a term of one year beginning January 1. The board of directors elect from the members a vice chairman, secretary, and such other officers as the board of directors sees fit.

Telfair Tract 5 Commercial Management District (Administrative):

The Telfair Tract 5 Commercial Management District is a special district created by state statute to promote, develop, encourage, and maintain employment, commerce, transportation, housing, tourism, recreation, the arts, entertainment, economic development, safety, and the public welfare in the Telfair district. The district has nine members serving four-year staggered terms expiring on June 1 of each odd-numbered year.

Zoning Board of Adjustment (Quasi-Judicial):

The board is a quasi-judicial body authorized under state law and city regulations. The board hears three types of cases: zoning variances, special exceptions, and appeals. An appeal may occur when a staff member has made a decision regarding a regulation and the applicant believes the interpretation or application of the standard was made incorrectly. Decisions of the board are the final city step for an applicant. If an applicant chooses to further appeal a decision, it is to a court of law; decisions are not subject to review by City Council. The board is comprised of five members and three alternates.

Committees and Task Forces:

~~These are special ad-hoc panels created by the City Council for a specific project or task and are limited in duration and are not ongoing. The responsibilities of the committee or task force shall be designated by resolution by the City Council at the time the committee or task force is authorized. The City Council will consider the input of the committee or task force in making decisions on issues. The City Council may or may not take action that is in agreement with the advice of the committee or task force. A committee or task force may not speak for the City, and are to only advise the City Council or the appropriate department, and are not to take independent positions on issues with the public or press.~~

~~The following aforementioned provisions apply to committees and task forces as applicable by the creating resolution:~~

- ~~■ Application~~
- ~~■ Eligibility~~
- ~~■ Residency (unless otherwise stated in the creating resolution)~~
- ~~■ Attendance~~
- ~~■ Orientation (expect for completion of the Open Meetings Act and Public Information Act training)~~
- ~~■ Staff Support~~

Please refer to Policy No. 3000-8 for information regarding Committees and Task Forces.

APPROVED on _____, 2026.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

RESOLUTION NO. 26-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS,
ADOPTING A CITY COUNCIL POLICY AND PROCEDURE FOR BOARDS, COMMISSIONS,
AND COMMITTEES.**

WHEREAS, the City Council wishes to adopt a policy that establishes procedures for City boards, commissions, and committees; NOW THEREFORE,

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

Section 1. That Resolution No. 21-17 is repealed.

Section 2. That the City Council of the City of Sugar Land, Texas adopts a City Council Policy and Procedure for Boards, Commissions, and Committees as described herein:

**CITY COUNCIL POLICY AND PROCEDURE
BOARDS, COMMISSIONS, COMMITTEES**

BACKGROUND:

It is the policy of City Council to annually appoint residents to serve on various boards, commissions and committees. Each board and commission exercises a number of advisory and quasi-judicial powers and functions essential or useful to the operation of city government.

Boards and commissions are a vital part of city government, providing an opportunity for resident involvement in the governing processes of the City and providing City Council with input, ideas, feedback and suggestions on public policy.

Boards and commissions are created and enabled in different ways. Some are creations of governing statutes and laws, while others are creations of City Council. Terms of office and qualifications for office vary; terms begin and expire either with the beginning of the fiscal year (October) or the beginning of the calendar year (January), unless otherwise noted by prevailing statute, ordinance, and/or City policy.

PURPOSE:

The policy and procedure establishes guidelines for appointment of residents to boards, commissions and committees; the recognition of their many contributions; and provides reference for orientation and training for members. The policy and procedure applies to all resident volunteer boards, commissions and committees and the appropriate staff who support them (staff liaisons). The policy and procedure does not apply to City Council member committees and task forces.

All new boards, commissions, committees, and task forces formed subsequent to the adoption of this policy, are automatically subject to its rules and procedures. Boards, commissions, committees, and task

forces dissolved after the adoption of this policy, will automatically be removed and no longer subject to its rules and procedures.

RESPONSIBILITY:

The Office of the City Clerk is responsible for implementation of this policy and procedure.

OBJECTIVE:

The intent of City Council is to manage the appointment process by:

- Keeping boards and commissions strong and viable through appointment of qualified members who have a basic understanding of the role and responsibility of the board or commission sought; understanding of time commitment; and what is expected of members.
- Using applications with general and supplementary questionnaires with a defined description and criteria for each board or commission and resume for each applicant.
- Active involvement in direct recruitment by discussing the application process with constituents, and open vacancy recruitment on city website, media publications, press releases, and social media platforms.
- Maintaining low turnover of quasi-judicial boards and commissions and advisory boards with specific criteria set by City Council.
- Reviewing member performance, attendance, expertise, experience, and decision-making ability; and consider member participation in appropriate training and continuing education when considering reappointments.
- Obtaining input from chairs of selected boards and commissions and their respective staff liaisons.
- Creating a City Council Boards and Commissions Appointments Task Force responsible for interviewing selected applicants for selected positions annually.
- Giving strong consideration to both the reappointment of incumbents and new appointees.
- Making appointments prior to the beginning of term.

City Council to discuss each appointment in workshop and where allowed by law in closed executive session, prior to appointing and voting in open session.

APPOINTMENT PERIOD:

The City Council shall initiate the annual appointment process for boards, commissions, and committees in August by conducting preparatory work to determine the number of reappointments and vacancies. In September of each year, the City Council shall accept applications for vacancies and expiring terms. Appointments shall be made in November, with appointed terms commencing on January 1 and ending on December 31 of the applicable term year, unless otherwise specified by statute, ordinance, or City policy. Other appointments shall be made in accordance with the relevant prevailing statute, ordinance, and/or City policy.

BOARD DEFINITIONS:

BOARD TYPES: Boards, commissions, and committees serve many different roles within the City. It is important that staff and the board members understand the role of each board and the authority and responsibility for the board and its members. To help define these roles, each board, commission and

committee will be designated by type as defined below:

- **Administrative Boards:** A board having final decision-making authority, by law, on matters within its jurisdiction.
- **Advisory Boards:** An advisory board serves as an ongoing forum for providing public input to the City Council and appropriate departments on specific issues. Advisory boards are not authorized to make decisions on behalf of the City. The City Council will consider input from the advisory boards, as well as from other sources, in making decisions on issues. The City Council may or may not take action that is in agreement with the advice of an advisory board.

Advisory boards may not speak for the City or take independent positions on issues with the public or the press. The purpose of the boards is only to advise the City Council or the appropriate department.

- **Quasi-Judicial Boards:** These boards and commissions are defined in state statute or ordinance, and have certain legal responsibilities and authorities, as designated. These boards and commissions have the authority to hold formal hearings and issue decisions. Members of these boards must be cognizant of protecting the unbiased quasi-judicial nature of the board and its formal hearings.

TERMS:

Unless otherwise mandated by state statute, governance document, or approved by City Council, no member of a board, commission, committee, or task force shall serve more than four (4) consecutive two-year terms. In the event an individual is appointed to fill an unexpired term, that term shall not be counted as a full term if the remaining portion of the term is less than one (1) year. Appointments to unexpired terms with more than one (1) year remaining shall be counted as a full term for purposes of term limits.

Unless otherwise provided by statute, ordinance, or City policy, all terms shall begin on January 1 and end on December 31 of the applicable term year.

Telfair Tract 5 Commercial Management District board members shall serve staggered terms as established by the governing document for that board.

Mid-term appointments to fill vacancies shall be coordinated by the Office of the City Clerk in collaboration with the applicable staff liaison can be made at any time or may be postponed, at their discretion, to the regular term period.

RECRUITMENT:

City Council will seek the most qualified individuals representing a cross-section of gender, cultural/ethnic diversity, geographical representation and representation of the public at large, including viewpoints and special interests and expertise.

The Office of the City Clerk, in coordination with the Community Engagement Department, shall market and advertise board, commission, and committee vacancies through the City website, social media platforms, and other appropriate communication methods prior to term expiration dates and on an as-

needed basis throughout the year. Additional outreach materials may be utilized to encourage resident engagement and participation.

APPLICATIONS:

Applications shall be available online through the city website. Applications may be submitted during the annual application period and will be retained for one year for use during the appointment process and when vacancies occur. Residents may apply for more than one board and may prioritize their requests on the application form.

All residents interested in serving on a board, commission, committee, or task force shall complete an official application. Completed applications along with resume, shall be submitted online through the city volunteer website.

ELIGIBILITY AND QUALIFICATIONS:

Eligibility for board, commission, committee or task force appointments is defined by city charter, ordinance, resolution, or state statute that established and governs the board, commission, committee or task force.

Because of the time commitment involved, and to allow more residents the opportunity to participate on a board, commission, committee or task force, serving on more than one board or commission is discouraged.

The City Council reserves the right to appoint individuals to multiple boards, commissions, committees, or task forces when, in the opinion of the City Council, it is in the best interest of the City.

Appointments to boards and commissions that have specific eligibility requirements must be made in accordance with the governing requirement; appointed members must continue to meet the eligibility requirements during the term of appointment. If a member does not continue to maintain the necessary requirements, the member shall resign the appointed position.

RESIDENCY:

Except by special circumstance as approved by City Council, or prevailing statute, all members of boards, commissions, committees or task forces must be residents of the City.

DUTIES/ROLES:

All boards, commissions, committees, and task forces are required to meet on a regular basis as deemed required/appropriate or as outlined by a prevailing statute, ordinance, and/or City policy.

ATTENDANCE:

Members are expected to be available to attend all regularly scheduled board meetings. If a member becomes unable to attend most board meetings, the member should submit their resignation so that a replacement may be appointed. The City Council may dismiss any member for poor attendance. A member who misses three successive meetings is deemed to have automatically resigned from their position, except

for special circumstances including business conflict, illness, or family emergency, which are subject to approval from the board/commission chair.

APPOINTMENT PROCESS:

The City Council shall make appointments to boards, commissions, committees, and task forces. Board Liaisons and staff will assist with recruitment efforts and provide feedback or recommendations concerning applicants for appointment. Such input shall be advisory in nature, and final appointment authority shall remain solely with the City Council.

Selection of members to the boards and commissions will be carried out as follows:

- The Office of the City Clerk, through the applicable staff liaison, shall contact incumbent board, commission, and committee members regarding their interest in reappointment. Staff liaisons shall notify the Office of the City Clerk of members wishing to seek reappointment, and such members shall complete a Request for Reappointment form. Requests for reappointment shall be evaluated independently of new applications. In considering a request for reappointment, the Task Force shall take into account the member's attendance record, participation, compliance with board requirements, and overall contribution to the board, commission, or committee.
- City Council Boards and Commissions Appointments Task Force will review all application materials, to find the most qualified individuals representing a cross-section of gender, cultural/ethnic diversity, geographical representation and representation of the public at large including viewpoints, special interest and expertise.
- The Office of the City Clerk shall coordinate a “Meet and Greet” opportunity for prospective applicants and the City Council Boards, Commissions, and Committees Task Force as part of the appointment process. The Meet and Greet is intended to provide an informal setting for applicants and Task Force members to become acquainted, discuss board, commission, and committee service, and assist the City Council in evaluating applicants for appointment. A Meet and Greet for mid-term appointments may be conducted at the discretion of the Office of the City Clerk in coordination with the applicable staff liaison.
- Members shall be appointed to designated positions in accordance with the qualifications identified within the applicable board, commission, or committee description below.

NOTIFICATION:

The Office of the City Clerk, in coordination with the Community Engagement Department, shall provide notification to all applicants regarding their appointment status. Applicants not selected for appointment shall be informed that their application will remain on file for a period of one (1) year for consideration in future appointment cycles.

VACANCIES:

By agreeing to serve on a board, commission, committee, or task force the member agrees to abide by the policies and procedures of the City. Any board, commission, committee, or task force member who

violates the terms of the ordinances, policies, and procedures or the bylaws of the board may be asked to resign or be removed from the board, commission, committee, or task force by the City Council.

If a vacancy occurs during the year, the position may be filled from the list of applicants from the last recruitment period using the appointment process delineated in this policy or through open recruitment for interested volunteers. The Office of the City Clerk will maintain applications on file for one year.

Resignations from any board, commission, committee, or task force shall be submitted in writing to the applicable staff liaison. The staff liaison shall notify the Office of the City Clerk and City Council within five (5) business days of receipt of the resignation. A vacancy shall occur on the effective date identified in the resignation, upon removal of a member, or upon determination that a member has automatically resigned in accordance with applicable law or policy.

ALTERNATES:

Alternate members shall be appointed in accordance with the relevant state statute or ordinance. Alternate members vote only when needed to make a quorum.

OATH:

The Office of the City Clerk shall administer the official oath of office to appointees prior to their first meeting. A ceremonial oath will be conducted at the first City Council meeting in December.

ANNUAL APPRECIATION RECOGNITION:

City Council recognizes the invaluable input and contributions of boards, commissions, committees, and task force members and hosts an annual recognition event to acknowledge all members and their contributions to the governance process.

The Office of the City Clerk is responsible for coordinating the annual event. Additional events and/or opportunities for recognition and appreciation may become available on a case-by-case basis, subject to approval from city management. Department directors and staff liaisons will receive advance notification of the appreciation event details in order to remain informed and answer questions from members, should they arise.

STAFF SUPPORT:

Staff support is available to the board, commission, committee and task force through the staff liaison assigned to support each board, commission, committee or task force.

Staff liaisons are also responsible for tracking time donated by members including attendance to meetings and other work performed in their official capacity.

Staff liaisons and staff support will not be members of the board, commission, committee or task force to which they are assigned, unless otherwise authorized by statute, ordinance, and/or City policy.

ORIENTATION:

Upon member appointment, staff liaisons will notify the appointee regarding orientation for new members.

New members are encouraged to attend meetings before their term begins, and existing members are encouraged to share their experience and knowledge with new members.

Staff liaisons will hold an annual orientation workshop as part of a meeting of the full board. The workshop will address:

- Introduction and orientation of new appointees;
- Authority, limitations and responsibilities under state statutes, city charter and city codes;
- Policies and rules of order;
- Annual Ethics Training, including conflicts of interest and disclosure requirements, as required by the City Code of Ordinances;
- Completion of Texas Open Meetings and Public Information Act training approved by the Attorney General of the State of Texas; including filing of completion certificates with the Office of the City Clerk within 90 days of being sworn in.

CONTINUING EDUCATION:

It is the City Council policy that the City allocates, when possible, funding for relevant training, continuing education and reference materials for members of city boards and commissions.

Planning and Zoning Commission:

The staff liaison responsible for commission support will provide an annual training and education program for the commission to include:

- Attending the annual Texas Chapter American Planning Association Conference and Planning Commissioner's Short Course; or,
- Annually attending a conference and training program of comparable length, and sponsored by the Urban Land Institute; or,
- Attending a comparable program of city planning, land development or related study presented by an accredited college or university, extension service, agency or professional association.

The staff liaison and support staff will prepare and present a formal annual program for commission orientation to include:

- Commission roles in preparing, amending and implementing the comprehensive plan;
- Commission roles in various development review processes;
- Role and function of the Airport Commission; and
- Other topics as necessary for or relevant to the work of the commission.

Zoning Board of Adjustment and Building Standards Commission:

Staff liaison responsible for board or commission support will provide an annual program for training and education to include:

- (a) An annual orientation workshop as part of a meeting of the full board or commission. Workshop

topics will include:

- Standards of review for consideration of agenda items;
- Appeals of decisions;
- Staff role and review procedures in bringing matters before the board or commission;
- Sample prior cases and decisions.

(b) To ensure the board or commission is prepared and can serve effectively when called to meet, a second annual workshop/training will be held as part of a meeting of the full board or commission to review:

- Summary of key concepts covered in orientation;
- Recent/pending code amendments;
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Each year, all SL4B Corporation board members will attend training provided by the City economic development staff based on a required training program established by the Texas Economic Development Council and related city programs and plans.

The purpose of the training is to ensure that corporation board members are thoroughly familiar with city goals and objectives as they relate to the SL4B Corporation and are properly informed on legal requirements to operate the corporation and administer the sales tax imposed for the benefit of the corporation.

BOARD/COMMISSION DESCRIPTIONS:

Animal Advisory Board (Advisory):

The Animal Advisory Board is comprised of 11 members and created by state law with appointments being made pursuant to membership requirements and qualifications as provided by state law and City ordinance. The membership must include a licensed veterinarian; a municipal official; a person whose duties include the daily operation of an animal shelter; a representative from an animal rescue group; and a resident of the city that actively volunteers with the animal services division.

The purpose of the board is to review and recommend procedures for the care and maintenance of animal shelter facilities and impounded animals to ensure compliance with state law; to periodically review the city's animal control ordinances and make recommendations for revisions; review the city's animal control policies, programs, and practices of the current animal shelter; review animal capacity calculations and animal population trends; review and recommend policies, programs and practices for implementation in a new animal shelter; determine the city's animal shelter program needs versus wants and identify budget needs of each; recommend funding options for the programming of space; and recommend a capital campaign. State law requires that the board meet at least three times a year.

Building Standards Commission (Quasi-Judicial):

The commission is comprised of seven members and three alternates who have knowledge of the property maintenance codes, and are qualified by experience and training to decide matters related to building

construction and property maintenance. The commission must be cognizant of protecting the unbiased quasi-judicial nature of the commission and the formal hearings. Activities of the commission are limited to those authorities granted by state statute and city ordinance. Decisions of the commission are the final city step for an applicant; further action, by an applicant is to a court of law.

The commission may, in addition to the duties provided by law:

- (1) Hear and decide appeals that allege an error in an order, requirement, decision or determination made by an administrative officer or employee in the application or enforcement of any building code adopted by the city.
- (2) Hear and decide appeals that allege an error in a decision or determination made by an administrative officer or employee related to the denial or revocation of a residential rental property license.
- (3) Authorize a variance from the terms of any building code adopted by the city.

All members and alternates shall attend all scheduled meetings. This ensures alternates are familiar with relevant issues and prepared to vote when needed.

Imperial Redevelopment District (Administrative):

The district has the powers provided for in Chapters 49 and 54 of the Water Code.

The district is governed by a five-member board of directors, appointed by the City Council to serve four-year terms.

Board members govern the district and have the authority to act on issues of:

- Implementing or contracting with other entities to implement the tax increment financing district project plan on behalf of Tax Increment Reinvestment Zone Three.
- Developer requests for infrastructure reimbursement pursuant to the statutes, and the Imperial Redevelopment Agreement.
- Issuing bonds to finance eligible project costs.
- Establishing district ad valorem tax rates.

Independent Ethics Review Board (Administrative):

The Independent Ethics Review Board is created by City Ordinance. The board consists of seven members and two alternates appointed by City Council to serve staggered, two-year terms. The board meets quarterly for training and as needed to review and hear alleged violations to the City's Rules of Ethical Conduct.

Music Advisory Board (Advisory)

The Music Advisory Board provides input and recommendations regarding initiatives, programs, and opportunities that support and promote the growth and development of the local music industry and music community within the city.

PARCS Board (Advisory):

The City Council vision for the PARCS Board is to create a board to provide input, feedback and advice on projects and programs to enrich the visual and aesthetic environment of the City and to advise on other matters relating to long term goals and objectives for parks, recreation and cultural activities, streetscape and urban forestry programs, to enrich the visual and aesthetic environment of the City.

The nine-member board focus is on providing collaborative leadership in the cultural arts sector, building cultural arts programs and related parks and facilities, and understanding user needs to enhance the overall quality of life by providing leisure and cultural services while preserving and promoting natural resources.

Members should possess skills and qualifications useful to parks, art, recreation, culture, and streetscapes; represent various community sectors; and have professional expertise in one or more of the following backgrounds:

- Parks, arts or recreation user/advocate;
- Landscape architect, architect, interior designer, or urban planner;
- Fine arts professional or educator;
- Arts or architecture historian, administrator, or curator;
- Business or education leader/philanthropist

Planning and Zoning Commission (Administrative):

This commission is authorized by city charter, and state law to perform the following duties and responsibilities:

- Approve or disapprove subdivision plats as provided by state law and city ordinance;
- Recommend to the council approval or disapproval of proposed changes in the zoning regulations and zoning map as provided by state law and city ordinance;
- Make recommendations to the council on the city's master plans;
- Make recommendations to the city manager and the City Council on the city's five-year capital improvements plan; and,
- Perform any other duties as directed by the council or by ordinance.

The commission shall be comprised of no less than seven members.

Sugar Land 4B Corporation:

The corporation is managed by a seven-member board of directors authorized to exercise the powers set forth by the Development Corporation Act and the bylaws of the corporation. The board is appointed by and serves at the pleasure of City Council. The purpose of the corporation is to promote, assist, and enhance economic development activities; and quality of life opportunities within the City that promote economic development.

The bylaws prescribe that a director be a resident of the city and that no director serve more than three consecutive two-year terms (6 years). By state law, three members of the board must not be city officials or employees. The City Council and City Manager serve as ex-officio members of the board. The board annually elects from the membership the president and vice-president to serve a one-year term.

Sugar Land Development Corporation:

The Development Corporation is a Type A corporation authorized to levy an economic development sales tax to promote industrial and manufacturing enterprises. In 1993 the electorate approved establishing Sugar Land Development Corporation as a development corporation to administer economic sales taxes collected.

The purpose of the corporation is to promote, assist, and enhance economic development activities in the City. The corporation is managed by a board of directors, which is authorized to exercise the powers authorized by law or by statute and pursuant to corporation bylaws.

The statute governing the corporation provides that the board of directors be appointed by the governing body of the municipality. Pursuant to the bylaws, City of Sugar Land City Council serves as the board of directors; terms run concurrent with the City Council member term of office. Membership consists of seven directors.

Sugar Land Heritage Foundation (Non-Profit):

The Sugar Land Heritage Foundation is a 501c3 organization for the purpose of preserving the history of Sugar Land and the historical structures, records and artifacts.

The number of directors constituting the Board of Directors may be increased or decreased (but not to a number fewer than five (5) or more than twenty-five (25) from time to time by resolution of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent director. Directors shall serve a three-year term and until said director's successor shall have been elected, appointed, or designated and qualified, or until they resign or until they are removed in accordance with Board Bylaws. A director may not serve more than three terms of three years beginning with the approval of the Amended and Restated Bylaws.

A City Council member fills one of the city positions; and a member of city staff is appointed to fill one position; directors serve three-year terms.

Sugar Land Legacy Foundation (Non-Profit):

The Sugar Land Legacy Foundation is a 501c3 organization working exclusively for charitable purposes as allowed by law, including supporting the City in the acquisition, ownership, construction, development, improvement, operation, or maintenance of land and facilities owned or controlled by the City including land, facilities, and activities for recreation, entertainment, sports, the arts, and similar activities that benefit the residents of the City of Sugar Land.

The foundation focuses its efforts on encouraging persons, businesses, and corporations, to make contributions of funds or donations of real estate or other property of value, to the foundation.

Foundation bylaws provide for a board of directors between five and 15 members appointed by the City Council to serve staggered two-year terms that begin January 1 and end on December 31. To qualify to serve as a director, a person must be committed to achieving the purpose of the foundation and have the financial skills, knowledge, experience or resources necessary to achieve those purposes.

City Council appoints a director to serve as president, who serves at the pleasure of the City Council and

may be removed at any time. The board elects directors from the membership to serve as vice-president, secretary, and treasurer. Officers serve one-year terms.

Tax Increment Reinvestment Zone Three (Administrative):

Tax Increment Reinvestment Zone Three is a special district for redevelopment of the Imperial Project. The board is comprised of five members; City Council annually appoints members who serve staggered two-year terms which begin on January 1 of each year. Position Two and Four terms expire in December 31 of even number years; Position One, Three and Five terms expire December 31 of odd number years.

Annually, City Council appoints from any position on the board a member to serve as chair for a term of one year beginning on January 1 of each year. The board of directors elect from the members a vice chairman, secretary, and such other officers as the directors see fit.

Tax Increment Reinvestment Zone Four (Administrative):

Tax Increment Reinvestment Zone Four is a geographic area identified as the Entertainment District to facilitate a program of public improvements for various types of entertainment venues, theaters, plazas, stadiums, parks and associated projects within the district.

The board of directors consists of eight members appointed to two-year terms. The City Council appoints four directors to fill positions One through Four, Position Five is appointed by Fort Bend County Commissioners Court and Position Six represents the Drainage District; positions Eight and Nine are appointed by Fort Bend County Municipal Utility Districts No. 138 and 139 respectively; Position Seven is reserved for Municipal Utility District No. 137 in the event they approve the participation agreement.

City Council annually appoints members who serve staggered two-year terms which begin on January 1 of each year.

City Council annually appoints, from any position, a member to serve as chair for a term of one year beginning January 1. The board of directors elect from the members a vice chairman, secretary, and such other officers as the board of directors sees fit.

Telfair Tract 5 Commercial Management District (Administrative):

The Telfair Tract 5 Commercial Management District is a special district created by state statute to promote, develop, encourage, and maintain employment, commerce, transportation, housing, tourism, recreation, the arts, entertainment, economic development, safety, and the public welfare in the Telfair district. The district has nine members serving four-year staggered terms expiring on June 1 of each odd-numbered year.

Zoning Board of Adjustment (Quasi-Judicial):

The board is a quasi-judicial body authorized under state law and city regulations. The board hears three types of cases: zoning variances, special exceptions, and appeals. An appeal may occur when a staff member has made a decision regarding a regulation and the applicant believes the interpretation or application of the standard was made incorrectly. Decisions of the board are the final city step for an applicant. If an applicant chooses to further appeal a decision, it is to a court of law; decisions are not

subject to review by City Council. The board is comprised of five members and three alternates.

Committees and Task Forces:

Please refer to Policy No. 3000-8 for information regarding Committees and Task Forces.

APPROVED on _____, 2026.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



City Council Agenda Request

July 21, 2026

Agenda Request No: VII.G.

Agenda of: City Council Meeting

Initiated by: Linda Mendenhall, City Clerk

Presented by: Linda Mendenhall, City Clerk

Responsible Department: City Clerk's Office

Agenda Caption:

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2410**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND TEXAS, AMENDING CHAPTER 2, ARTICLE 3, BOARDS AND COMMISSIONS, TO IMPLEMENT UNIFORM TWO-YEAR TERMS FOR BOARDS AND COMMISSIONS, PROVIDE TERM LIMITS, AND ESTABLISH TRANSITION PROVISIONS FOR CURRENT MEMBERS.

Recommended Action:

Consideration of and action on approval of the proposed revisions to the City Code of Ordinances (City Code of Ordinances, Part II, Chapter 2, Article III).

Executive Summary:

Following the completion of the recent recruitment cycle for the City's Boards, Commissions, and Committees (BCCs), the Office of the City Clerk conducted a comprehensive review of the policies, procedures, and governing documents associated with the recruitment and appointment process. This review identified opportunities to improve consistency, transparency, administrative efficiency, and alignment among the City's governing documents.

At the March 24, 2026, City Council Workshop, City Council discussed proposed revisions related to Boards, Commissions, and Committees and provided initial feedback regarding term limits, appointment timelines, and recruitment procedures. Staff subsequently refined the proposed amendments and presented the recommendations at the June 2, 2026, City Council Workshop. Following discussion, City Council provided direction supporting the proposed revisions.

The proposed amendments are intended to modernize and standardize the City's Boards, Commissions, and Committees program by:

- Establishing consistent appointment and recruitment procedures across Boards,

Commissions, and Committees, where applicable.

- Aligning appointment terms with the calendar year to provide greater clarity for residents, applicants, and staff.
- Enhancing transparency in the recruitment and appointment process through clearly defined timelines and procedures.
- Clarifying provisions within the City Code to ensure consistency among governing documents.
- Improving administrative efficiency through standardized processes for appointments, reappointments, and vacancies.

The proposed ordinance amendments incorporate the direction provided by City Council during the June 2, 2026, workshop and implement the recommended changes requiring amendments to the City Code. Related revisions to the City Council Policy and Procedure Manual are presented under a separate agenda item for City Council consideration.

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

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

Attachments

1. Ordinance 2410 - Article II - Boards and Commissions
2. ARTICLE_III.____BOARDS_AND_COMMISSIONS - 7-21-2026

ORDINANCE NO. 2410

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2, ARTICLE 3, BOARDS AND COMMISSIONS, TO IMPLEMENT UNIFORM TWO-YEAR TERMS FOR BOARDS AND COMMISSIONS, PROVIDE TERM LIMITS, AND ESTABLISH TRANSITION PROVISIONS FOR CURRENT MEMBERS.

WHEREAS, the City Council finds that the current Code of Ordinances provides varying terms of office and term limits for City boards and commissions; and

WHEREAS, the City Council desires to establish two-year terms and consistent term limits for members of City boards and commissions; and

WHEREAS, the City Council further desires to establish a standardized system of staggered appointments to promote continuity and effective governance; and

WHEREAS, the City Council finds that assigning position numbers and establishing a predictable appointment schedule will improve administration of the appointment process; and

WHEREAS, the City Council finds that the amendments adopted by this Ordinance will promote efficient administration and effective operation of City boards and commissions; NOW, THEREFORE,

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

Section 1. That the following provisions are hereby adopted as transitional measures to implement staggered two-year terms and determine term limits for current members:

(a) Members serving on the effective date of this ordinance will continue to serve the remainder of their current terms unless they resign, are removed, or otherwise vacate their positions.

(b) Upon the effective date of this ordinance, each seat on every board and commission will be assigned a position number by the city clerk or other official designated by the city manager.

(c) To establish staggered two-year terms for boards and commissions whose members currently serve one-year terms, the city council's boards and commission appointment task force will designate the initial expiration dates of positions so that approximately one-half of the positions expire in odd-numbered years and approximately one-half expire in even-numbered years. Current terms may be extended by up to one year as necessary to accomplish this transition.

(d) For boards and commissions whose members currently serve three-year terms, members serving on the effective date of this ordinance will complete their existing terms. Upon

expiration of those terms, the city council may appoint successors to initial terms of one or two years as necessary to establish staggered two-year terms.

(e) Following the transition, all appointments shall be for two-year terms. Members appointed to odd-numbered positions will be appointed in odd-numbered years, and members appointed to even-numbered positions will be appointed in even-numbered years.

(f) Service completed prior to the effective date of this ordinance will be counted in determining eligibility under the established term limits.

Section 2. That Chapter 2, Article 3, section 2-33 is amended to read as follows:

Sec. 2-33. Terms.

- a. Members of all boards and commissions shall serve two-year terms unless otherwise provided by state law or city ordinance. Terms begin on January 1 of the year of appointment and end on December 31 of the year the term expires.
- b. A member shall continue to serve beyond the expiration of his or her term until a successor is appointed and qualified, except when:
 - (1) the member submits a resignation, in which case a vacancy occurs on the effective date stated in the resignation;
 - (2) the city council removes the member in accordance with this article; or
 - (3) the member is deemed to have automatically resigned as provided in this article.
- c. No member may serve more than four (4) consecutive full terms on the same board or commission. Service as an alternate member shall be counted toward the term limit. For purposes of calculating term limits, an appointment to fill an unexpired term of less than one (1) year shall not be considered a term. An appointment to fill an unexpired term of one (1) year or more shall be counted as a full term.

Section 3. That Chapter 2, Article 3, section 2-34 is amended to read as follows:

Sec. 2-34. Number, alternates, and ex-officio.

- (a) Each board has the number of regular members specified in this article for each board. The city council may appoint one or more alternate members for a board. The alternate members will serve whenever a regular member is unable to serve.
- (b) The mayor may appoint one or more members of the city council to serve as a liaison to the city council for that board.

Section 4. That Chapter 2, Article 3, section 2-38 (Secretary) is amended by revising the first sentence to read as “The city clerk will serve as secretary to all boards.”

Section 5. That Chapter 2, Article 3, sections 2-51(b) (Planning and zoning commission), 2-52(b) (Zoning board of adjustment), 2-53(b) (Building standards commission), 2-62(b) (Parks, art, recreation, culture, and streetscapes board) and 2-63(b) (Music advisory board) are amended by deleting “appointed by city council.”

Section 6. That Chapter 2, Article 3, section 2-54(b) (Independent ethics review board) is amended to read as follows:

(b) *Number, appointment, and qualifications.* The board has seven members and two alternates. All members and alternate members must be residents of the city.

Section 7. That Chapter 2, Article 3, section 2-61(b) (Animal Advisory Board) is revised by deleting “The city council appoints 11 members to the board” and replacing with “The board has 11 members.”

Section 8. 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 this ordinance.

APPROVED on first consideration on _____, 2026.

ADOPTED on first consideration on _____, 2026.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Mendenhall, City Clerk

ARTICLE III. BOARDS AND COMMISSIONS

DIVISION 1. GENERALLY

Sec. 2-31. Provisions of general applicability.

The general provisions of this article apply to all boards and commissions contained in this article except where a specific provision applicable to a particular board or commission provides otherwise.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1246, § 1, 6-27-00; Ord. No. 1577, § 19, 8-1-2006)

Sec. 2-32. Definitions.

In this division:

Administrative board means a board that, by law, has final decision-making authority on matters within its jurisdiction. The administrative boards are identified in Division 2.

Advisory board means a board that is charged with making recommendations to the city council on matters within its jurisdiction, but has no final decision-making authority. The advisory boards are identified in Division 3.

Board means any board or commission established under this article or by the City Charter.

Member means a person who serves on a board.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1577, § 19, 8-1-2006)

Sec. 2-33. Terms.

- (a) ~~Members of the planning and zoning commission and the zoning board of adjustment serve two-year terms. Members of all other boards and commissions serve one-year terms. Terms begin on October 1 in the year appointed and end on September 30 of the year the term expires. A member continues to serve beyond his or her term until a successor is appointed, except:~~ **Members of all boards and commissions, shall serve two-year terms unless otherwise provided by state law or ordinance. Terms begin on January 1 of the year of appointment and end on December 31 of the year the term expires**
- (b) **A member shall continue to serve beyond the expiration of the term until a successor is appointed and qualified, except when:**
- (1) ~~Where a~~ **The** member submits his or her ~~a~~ resignation, **in which case** a vacancy occurs on the effective date ~~shown~~ **stated** in the resignation;
 - (2) ~~Where~~ **The** city council removes ~~the~~ a member as ~~provided in~~ **in accordance with** this article; or
 - (3) ~~Where~~ **The** member is deemed to have automatically resigned ~~from his or her position~~ as provided in this article.
- (c) **No member may serve more than four (4) consecutive full terms on the same board or commission. Service as an alternate member shall be counted toward the term limit. For purposes of calculating term limits, an**

appointment to fill an unexpired term of less than one (1) year shall not be considered a term. An appointment to fill an unexpired term of one (1) year or more shall be counted as a full term.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1246, § 2, 6-27-00; Ord. No. 1517, § 1, 9-6-05; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1750, § 1, 8-18-2009; Ord. No. 1793, § 1, 8-17-2010; Ord. No. 1929, § 1, 9-3-2013; Ord. No. 2264, § 1, 6-21-2022)

Sec. 2-34. Members; number, alternates, and ex-officio.

- (a) Each board has the number of regular members specified in this article for each board. The city council may appoint one or more alternate members for a board. The alternate members will ~~may, upon the request of the city secretary,~~ serve whenever a regular member is unable to serve.
- (b) The mayor may appoint one or more members of the city council to serve as a liaison to the city council for that board.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1750, § 2, 8-18-2009)

Sec. 2-35. Removal.

The city council may remove a member at any time, with or without cause.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1750, § 3, 8-18-2009)

Sec. 2-36. Chair.

The city council appoints the chair of the planning and zoning commission, the zoning board of adjustment, and the building standards commission. The mayor appoints the chair of all other boards, subject to the council's approval. Chairs serve for one year or until their term expires, whichever is earlier. The chair will:

- (1) Preside over all meetings and call special meetings as necessary;
- (2) Execute all documents on behalf of the board; and
- (3) Appoint one or more committees to study and make recommendations to the board on particular matters within the scope of the board's duties.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1517, § 2, 9-6-05; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1750, § 4, 8-18-2009)

Sec. 2-37. Vice-chair.

The city council will appoint the vice-chair of the planning and zoning commission, the zoning board of adjustment, and the building standards commission. All other boards will elect a member as vice-chair. Vice chairs serve for one year or until their terms expire, whichever is earlier. The vice chair will perform the duties of the chair, in the chair's absence, disability, or disqualification.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1517, § 3, 9-6-05; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1750, § 5, 8-18-2009)

Sec. 2-38. Clerk Secretary.

The city clerk secretary will serve as secretary to all boards. The clerk secretary will, as directed by the city manager:

- (1) Take minutes for all meetings of administrative boards and present them for approval;
- (2) Make an electronic recording of all meetings of advisory boards to serve as the minutes of those boards, which need not be transcribed or approved by the board except upon the request of a majority of the members;
- (3) Maintain all board records and documents; and
- (4) Prepare and post all notices of board meetings and prepare agendas for the meetings.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1577, § 19, 8-1-2006)

Sec. 2-39. Meetings.

- (a) Each board will hold regularly called meetings as established by resolution of the city council. If regularly called meetings are not established by the city council, the board may establish its own schedule of meetings. Special meetings may be called by the chair, the vice-chair acting on behalf of the chair, or a majority of the members.
- (b) Four members of the zoning board of adjustment constitute a quorum for the transaction of business. For all other administrative boards and advisory boards, a majority of the members are a quorum for the transaction of business.
- (c) An affirmative vote of a majority of the members present at a meeting is necessary to take any action.
- (d) Robert's Rules of Order will be followed in all board proceedings, except where they conflict with state law, the City Charter, a city ordinance, or this article.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1517, § 4, 9-6-05; Ord. No. 1577, § 19, 8-1-2006)

Sec. 2-40. Attendance.

- (a) Members are expected to be available to attend most board meetings. If a member becomes unable to attend most board meetings, the member should submit his or her resignation so that a replacement may be named.
- (b) The city council may dismiss any member for poor attendance. A member who misses three successive meetings of a board or commission is deemed to have automatically resigned from his or her position.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1577, § 19, 8-1-2006)

Sec. 2-41. Voting and conflicts of interest.

Each member in attendance must vote on every matter that comes before the board, unless the member must abstain from discussing and voting on a matter under the provisions of state law or Article IV of this chapter. Each member must comply with the voting and conflicts of interest provisions of state law and Article IV of this chapter.

(Ord. No. 1577, § 19, 8-1-2006)

Sec. 2-42. Compensation.

Members serve without compensation, but will be reimbursed for all reasonable expenses incurred in the performance of their duties in accordance with the rules of reimbursement applicable to city officers and employees.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1577, § 19, 8-1-2006)

Secs. 2-43—2-50. Reserved.

DIVISION 2. ADMINISTRATIVE BOARDS

Sec. 2-51. Planning and zoning commission.

- (a) *Created by Charter.* A planning and zoning commission has been created by the City Charter.
- (b) *Number and appointment.* As required by City Charter, the board has not less than seven members ~~appointed by the city council~~. A council member may not be appointed to the commission.
- (c) *Duties.* The board will perform the duties as provided by law.
- (d) *Other public office.* A member may not hold another public office that has the authority to exercise its powers within the city's corporate limits or the city's extraterritorial jurisdiction. If the commission is appointed to also serve as an airport zoning commission under Chapter 241 of the Local Government Code, as amended, the prohibition of this paragraph also applies to a member who holds another public office that has the authority to exercise its powers within the geographical area governed by the city's airport zoning regulations.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1246, § 3, 6-27-00; Ord. No. 1458, § 1, 9-21-04; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1750, § 6, 8-18-2009)

Sec. 2-52. Zoning board of adjustment.

- (a) *Created by Charter.* The zoning board of adjustment has been created by the City Charter.
- (b) *Number and appointment.* As required by City Charter, the board has five members and three alternates; ~~appointed by the city council~~.
- (c) *Duties.* The board will perform the duties as provided by law.
- (d) *Other public office.* A member may not hold another public office that has the authority to exercise its powers within the city or within the geographical area governed by the airport zoning regulations adopted under Chapter 241 of the Local Government Code, as amended.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1246, § 4, 6-27-00; Ord. No. 1458, § 2, 9-21-04; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1750, § 7, 8-18-2009)

Sec. 2-53. Building standards commission.

- (a) *Created.* A building standards commission is created.

-
- (b) *Number, appointment, and qualifications.* The commission has seven members and three alternates, ~~appointed by the city council.~~ A council member may not be appointed to the commission. Appointees should have experience or training in building construction and property maintenance.
- (c) *Duties.* In addition to the duties provided by law, the commission may:
- (1) Hear and decide appeals that allege an error in an order, requirement, decision or determination made by an administrative officer or employee in the application or enforcement of any building code adopted by the city.
 - (2) Hear and decide appeals that allege an error in a decision or determination made by an administrative officer or employee related to the denial or revocation of a residential rental property license.
 - (3) Authorize a variance from the terms of any building code adopted by the city.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1458, § 3, 9-21-04; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1633, § 3, 7-17-2007, eff. 10-1-2007; Ord. No. 1750, § 8, 8-18-2009)

Sec. 2-54. Independent ethics review board.

- (a) *Created.* An independent ethics review board is created.
- (b) *Number, appointment, and qualifications.* The board has seven members and two alternates, ~~appointed by the city council to three year terms.~~ All members and alternate members must be residents of the city.
- (c) *Disqualifications.* No member of the board may:
- (1) Have any convictions for a felony or a crime of moral turpitude, or have been found in violation of any provision of the code of ethical conduct.
 - (2) Within the three years prior to appointment be:
 - a. An official or employee of the city;
 - b. A campaign treasurer, campaign manager, officer, or other policy or decision-maker for the campaign of any candidate elected to city council while that candidate is in office;
 - c. A campaign treasurer, campaign manager, officer or other policy or decision-maker for any political action committee as defined in the Texas Election Code.
 - (3) Be a member of any city board or commission other than the ethics review board.
- (d) *Duties.* The board will review and dispose of sworn complaints alleging violations of the city's code of ethical conduct ordinance.
- (e) *Term.* A board member will serve until his or her successor has been appointed. Consecutive service on the board may not exceed ~~three~~ **four** full terms, ~~except that a one-term alternate member may thereafter serve three three-year terms as a regular member, and a two-term alternate member may thereafter serve two three-year terms as a regular member.~~
- (f) *Removal.* A board member may be removed from office for cause by a majority of the city council only after a public hearing at which the member was provided with the opportunity to be heard. Grounds for removal include:
- (1) Disqualification under subsection (c);
 - (2) Substantial neglect of duty;
 - (3) Gross misconduct in office;

-
- (4) Inability to discharge the powers or duties of office;
 - (5) Violation of any provision in this code of ethical conduct; or
 - (6) A conviction of a felony or crime of moral turpitude.

(Ord. No. 2095, § 1, 5-23-2017; Ord. No. 2264, § 2, 6-21-2022)

Secs. 2-55—2-60. Reserved.

DIVISION 3. ADVISORY BOARDS

Sec. 2-61. Animal advisory board.

- (a) *Created.* An animal advisory board is created as required by state law.
- (b) *Membership and qualifications.* The city council appoints ~~board has 11 members. to the board.~~
 - (1) The membership must include:
 - a. A licensed veterinarian;
 - b. A municipal official;
 - c. A person whose duties include the daily operation of an animal shelter;
 - d. A representative from an animal rescue group, as that term is defined under chapter 3, article II of this Code; and
 - e. A citizen of the city that actively volunteers with the animal services division.
 - (2) Each of the remaining members must be a resident of the City of Sugar Land, or the areas of Greatwood or New Territory, as defined in Ordinance No. 2075, and must also meet one or more of the following criteria:
 - a. Be, or have been, a volunteer at the City of Sugar Land Animal Shelter;
 - b. Have adopted an animal from a shelter or rescue group;
 - c. Have a demonstrated interest in the welfare of animals;
 - d. Have a history of involvement in local community organizations;
 - e. Have, or have had, a career in an animal related industry (veterinary, boarding, grooming, pet sitting, etc.);
 - f. Have, or have had, a career in the medical, epidemiology or zoonotic field;
 - g. Have, or have had, a career or experience in wildlife management; or
 - h. Work or volunteer, or have worked or volunteered, for a shelter or rescue group.
- (c) *Duties.* The board will:
 - (1) Review and recommend procedures for the care and maintenance of animal shelter facilities and impounded animals to insure compliance with state law;
 - (2) Periodically review the city's animal control ordinances and make recommendations for revisions thereof;

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- (3) Review the city's animal control policies, programs, and practices of the current animal shelter;
 - (4) Review animal capacity calculations and animal population trends;
 - (5) Review and recommend policies, programs and practices for implementation in a new animal shelter;
 - (6) Determine the city's animal shelter program needs versus wants and identify budget needs of each;
 - (7) Recommend funding options for the programming of space; and
 - (8) Recommend a capital campaign.

(d) *Meetings.* The board will meet at least three times a year.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1722, § 2, 12-16-2008; Ord. No. 2101, § 1, 7-18-2017)

Sec. 2-62. Parks, art, recreation, culture, and streetscapes board.

(a) *Created.* A parks, art, recreation, culture, streetscapes and tree advisory board is created.

(b) *Number and appointment.* The board has nine members, appointed by the city council in accordance with the following criteria:

- (1) Possess skills and qualifications useful to parks and recreation, cultural arts and leadership;
- (2) Represent the various community sectors (parks and recreation, arts and culture, education, business, and philanthropy);
- (3) Be comprised of only city residents; and
- (4) It is recommended that the majority of the appointees should provide broad representation of all park users and recreation participants and several of the board appointees have one or more of the following backgrounds:
 - a. Parks, arts or recreation user/advocate;
 - b. Landscape architect, architect, interior designer, or urban planner;
 - c. Fine arts professional or educator;
 - d. Arts or architecture historian, administrator, or curator;
 - e. Business or education leader/philanthropist.

(c) *Meetings.* The board will meet monthly to fulfill the specific duties assigned by this article.

(d) *Duties.* The board's duties are to:

- (1) Make recommendations to the city council on the city's parks, recreation and open space master plan, pedestrian and bicycle plan, cultural arts strategic plan, public art plan, individual park project designs/plans and the long-term goals and objectives for parks and recreation activities;
- (2) Make recommendations on other matters relating to parks and recreation activities as requested by the city council, or referred to the board by the city manager or the city manager's designee;
- (3) Consider public input and make recommendations to the city manager or the city manager's designee regarding the establishment of any parks ordinance and serve as an appeal board for departmental policies or rules affecting the public;
- (4) Annually review the proposed parks and recreation capital improvement program;

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- (5) Make recommendations to the city council and the city manager or the city manager's designee regarding the city's arts and cultural granting program;
 - (6) Advise the city council and the city manager or the city manager's designee on matters relating to art in public parks and other public places as part of the city's cultural arts program;
 - (7) Advise the city council and the city manager or the city manager's designee on the assessment of need and the proposed development of city-owned parks and arts facilities;
 - (8) Provide for collaborative leadership within the cultural arts sector;
 - (9) Make recommendations to the city council and the city manager or the city manager's designee regarding the city's streetscape program; and
 - (10) Serve as the city's tree advisory board in accordance with section 5-382.

(Ord. No. 1057, § 1, 9-2-97; Ord. No. 1246, § 7, 6-27-00; Ord. No. 1577, § 19, 8-1-2006; Ord. No. 1621, § 2, 4-24-2007; Ord. No. 1782, § 1, 5-18-2010; Ord. No. 1801, § 1, 10-5-2010; Ord. No. 1819, § 1, 5-17-2011; Ord. No. 1963, § 1, 6-17-2014)

Sec. 2-63. Music advisory board.

- (a) *Created.* A music advisory board is created.
- (b) *Number and appointments.* The board shall have not less than five but not more than nine members; ~~appointed by the city council.~~ Appointees must meet at least one of the following criteria:
 - (1) Be a municipal official;
 - (2) Be a current music venue owner;
 - (3) Be a current local music booking agent;
 - (4) Be a currently performing professional musician; or
 - (5) Be a community member with first-hand knowledge of the challenges and opportunities within the local music scene.
- (c) *Duties.* The board will:
 - (1) Study the development of the local music scene;
 - (2) Assist in implementing programs to meet the needs of the local music industry; and
 - (3) Review matters that may affect the music industry in the city.
- (d) *Meetings.* The board will meet at least two times a year.
- (e) *Term.* A board member will serve a two-year term. Consecutive service on the board may not exceed **four** ~~three~~ full terms.

(Ord. No. 2351, § 1, 8-20-2024)

Secs. 2-64—2-70. Reserved.



City Council Agenda Request

July 21, 2026

Agenda Request No: VII.H.

Agenda of: City Council Meeting

Initiated by: Meredith Riede, City Attorney

Presented by: Meredith Riede, City Attorney

Responsible Department: Legal

Agenda Caption:

TAKEOVER AGREEMENT WITH AMERISURE MUTUAL INSURANCE COMPANY

Consideration of and action on a Takeover Agreement with Amerisure Mutual Insurance Company, as surety, for completion of the Soldiers Field Drive Extension and First Colony Boulevard Roundabout Project (CIP Project No. ST-1901/ST-1902).

Recommended Action:

Approve the Takeover Agreement with Amerisure Mutual Insurance Company, as surety, for completion of the Soldiers Field Drive Extension and First Colony Boulevard Roundabout Project, and authorize the City Manager to execute any related documents necessary to implement the agreement.

Executive Summary:

On September 23, 2024, the City entered into a construction contract with DG Medina Construction, LLC for the Soldiers Field Drive Extension and First Colony Boulevard Roundabout Project. During construction, the City identified deficiencies in the contractor's work, including concrete pavement cracking, and issued a Stop Paving Work Order followed by a Notice of Default. After the contractor failed to cure the defaults, the City terminated the contract for default on December 16, 2025, and made demand to Amerisure Mutual Insurance Company under the Performance Bond.

The attached Takeover Agreement allows Amerisure, as surety, to assume responsibility for completing the remaining work in accordance with the original contract documents. The agreement establishes a new contract completion period of 223 calendar days from the effective date of the Takeover Agreement. Approval of the Takeover Agreement does not waive any legal remedies the City may have against the original contractor for default.

Budget

Expenditure Required: none

Current Budget: \$3,185,193.75

Additional Funding: none

Funding Source: CIP Project No. ST-1901/ST-1902

Account Number (ORG-OBJ-Project): CIP Project No. ST-1901/ST-1902

Attachments

1. Takeover Agreement

TAKEOVER AGREEMENT

This Takeover Agreement (“**Agreement**”), is made and entered by and between the City of Sugar Land, Texas (“**Owner**”) and Amerisure Mutual Insurance Company (“**Surety**”)

Whereas, on September 23, 2024, DG Medina Construction, LLC (“**DGM**”) entered into a \$3,185,193.75 contract with Owner, Contract #3241321, (the “**Contract**”) for construction of the Soldiers Field Drive Extension and First Colony Boulevard Roundabout, CIP Project No. ST-1901/ST-1902 project (“**Project**”) pursuant to the plans and specifications generated by the Consor Engineers, LLC (“**Engineer**”). The Contract is incorporated herein for all purposes;

Whereas, Surety issued as surety payment and performance surety bonds numbered 8051519 as required under Article 2253 of the Texas Government Code specific to the Contract on behalf of DGM, as Principal, and in favor of Owner, as Obligee, (the “**Bond**” or individually as the “**Performance Bond**” or “**Payment Bond**”) each in a penal sum equal to the Contract sum of \$3,185,193.75 (hereinafter referred to as the “**Penal Limit**”), covering certain obligations related to the Project. A copy of the Performance Bond is attached hereto as **Exhibit A**;

Whereas, on June 17, 2025, Owner sent a Stop Paving Work Order to DGM to address the cause of cracks discovered in the concrete poured by DGM;

Whereas, on July 17, 2025, Owner sent a Notice of Default and Liquidated Damages to DGM alleging multiple breaches by DGM of the Contract;

Whereas, on July 25, 2025, DGM responded to the Notice of Default and Liquidated Damages disputing the allegations of breach by Owner and requesting a meeting;

Whereas, on August 27, 2025, Owner and DGM met to address the cracking issues with the concrete with no resolution being reached at the meeting;

Whereas, Owner and DGM produced reports by their respective independent engineers specific to the concrete cracks wherein the experts did not reach the same conclusions on both the cause of the cracks and the appropriate repair protocol for the cracks;

Whereas, Owner issued a Notice of Termination and Liquidated Damages to DGM dated December 16, 2025 (the “**Termination Date**”), with a copy to the Surety, terminating the Contract for default alleging, among other things, DGM’s failure to perform work in compliance with the Contract, failure to timely complete work and failure to correct allegedly defective work. Owner also made demand on Surety to pursue completion of the Contract under the Performance Bond;

Whereas, uncompleted work and non-conforming work on the non-TxDOT portion of the Project remained to be completed under the Contract as of the Termination Date (the “**Remaining Work**”);

Whereas, Surety acknowledges that the City terminated the contract with DGM for default, and under a reservation of its rights and defenses under the Contract and Texas law, elects to satisfy

its bond obligations by undertaking to perform and complete the Contract in accordance with Article 4(a) of the Performance Bond and will be utilizing DGM for the completion of the Remaining Work under the Contract monitored by the Surety through its consultant, J.S. Held LLC (“**JS Held**”), including removing and replacing all non-TxDOT concrete pavement work installed prior to the Termination Date;

Now, therefore, in consideration of the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner and Surety agree as follows:

AGREEMENTS:

1. Recitals. The above recitals and the terms and conditions are contractual and are not merely recitals and the agreements contained herein and consideration transferred are to satisfy rights and obligations between the Owner and Surety.

2. Incorporation of the Contract. The Contract and all of its terms and conditions is incorporated by reference into this Agreement, including, without limitation, the Instructions for Bidders, change orders to the Contract, the Plans or Drawings, and any Special Conditions and Specifications, and all addenda and modifications to those documents issued in accordance with the Contract.

3. Contract Balance. Owner and Surety agree that as of the date of this Agreement:

- (a) The authorized amount of the Contract, including all approved change orders through Certificate of Payment No. 5, is \$3,185,193.75;
- (b) DGM has been paid through Certificate of Payment No. 5 the sum of \$767,804.23;
- (c) Owner is currently holding the sum of \$40,410.75 from the sum under 3(b) as retainage pursuant to the terms of the Contract through Certificate of Payment No. 5;
- (d) Owner contends that it has a right to assess liquidated damages against the Contract Balance for DGM’s failure to meet time for substantial completion of the Contract in the amount of \$163,000 (\$1,000 per day for 163 days); engineering cost for pavement analysis (\$25,721); and QC Lab core samples (\$897) for a total additional amount of \$189,618;
- (e) Owner contends it has incurred traffic control costs for the Project site in the amount of \$27,000;
- (f) Surety reserves its right to investigate and to accept/reject the liquidated damages and other costs the Owner seeks to assess against the Contract Balance as addressed in 3(d) and 3(e);
- (g) The unpaid contract balance is \$2,184,660.77 (“Contract Balance”). The Contract Balance may be increased or decreased as a result of change orders to the Contract subject to written agreement by all parties to this Agreement or as a result of change orders required by Owner after the date of the execution of this Agreement.

Owner acknowledges and agrees that Surety is subrogated to, and has been assigned, all of DGM's rights up to the Contract Balance, subject to any offsets for costs incurred by Owner and verification by Surety including, but not limited to, consulting/experts and attorney's fees relating to the Project, and obligations under the Contract. Owner shall pay directly to Surety or its Authorized Representative any monies hereafter paid under the Contract. Nothing in this Agreement shall increase the Owner's liability to Surety under the Contract including payment for the Remaining Work. Surety shall not make any claim or demand against Owner after Owner has expended or obligated itself to expend the Contract Balance. The payment of the Contract Balance to Surety shall be made in accordance with the terms of the Contract at such time, in such amount, and under such terms as it would have paid DGM under the Contract had there been no claim that DGM defaulted on its obligations under the Contract. Conditioned upon Surety's agreement to indemnify Owner to the extent of monies so released, Owner will not withhold any funds from the Contract Balance because of any claims of third parties including, but not limited to, banks, other lenders, U. S. Internal Revenue Service or other taxing authorities, any other entity claiming obligations due it from DGM, DGM itself, and DGM's vendors, suppliers, materialmen, other subcontractors, bankruptcy trustees, or any agents, assigns, successors of same. Surety agrees to spend its own funds as may be necessary from time to time to pay for the performance of the Contract by DGM in the event that the Contract Balance is insufficient and to pay proper claims for labor, materials or equipment furnished to DGM for the Project, with any such payments by Surety with its own funds being credited against the Penal Limit of the Performance Bond. Surety shall provide documentation relating to claims and payments made by Surety credited against the Penal Limit to Owner on a monthly basis.

Unless subsequently changed by written notice from Surety to Owner, all payments of the Contract Balance or other payments due under the Contract shall be made payable to Surety and sent to the following address:

Amerisure Mutual Insurance Company
Attn.: Christy Zabek
26777 Halsted Road
Farmington Hills, Michigan 48331

4. Completion Contractor. Surety shall engage DGM to complete the Remaining Work on behalf of Surety, which Surety shall engage under the terms of a separate agreement. Pursuant to the Performance Bond, Surety agrees to complete the Remaining Work on the Project in accordance with the terms, plans and specifications under the Contract through DGM. Owner acknowledges that Surety is not in business as a building contractor, but Surety has agreed to enter into this Agreement to fulfill its obligations as surety under the Performance Bond and is not acting as a completing contractor. DGM shall remain subject to the qualification requirements of Owner under the Contract, and shall provide, if necessary, updated licenses, permits, insurance, and such other things required of DGM under the Contract as Surety's completion contractor. The Remaining Work shall be subject to inspection and acceptance by Owner as provided in the Contract. Nothing herein shall prevent Owner from relying on Engineer to certify DGM's quality and completion of the work.

5. Warranty. Surety shall warrant DGM's performance of the Remaining Work, work performed prior to the Termination Date, and all work required to complete the Project for the warranty period required by the Contract.

6. Scope of Work. Surety will undertake all of the Remaining Work including removing and replacing all non-TxDOT concrete pavements installed by DGM prior to the Termination Date and items of work as required to complete the Project in accordance with the Contract terms, plans, specifications and change orders, and will be responsible for any necessary corrective work for any non-conforming work, patent construction defects, or latent construction defects which may not be discovered until after the completion of the Work under the Contract. A copy of the Scope of Work is attached hereto as Exhibit B. Nothing in this Agreement shall be deemed to be construed that Owner shall in any manner be responsible for latent and/or patent construction defects and/or non-conforming work.

7. Changes in the Work: Owner reserves the right to issue change orders, to the extent appropriate under the Contract and this Agreement. The Surety, through DGM, shall perform changes in the Contract reasonable and necessary to complete the Project. DGM, through JS Held, shall negotiate with Owner all other changes in the Contract in an effort to reach a mutually acceptable value and extension of Contract time.

8. Schedule for Completion of Remaining Work and New Completion Date. Surety through its completing contractor, DGM, will achieve substantial completion of the Remaining Work within 223 calendar days including Phase III of the Project based on the scope of completion agreed upon by the parties. Owner will coordinate the completion of the Remaining Work with Surety and JS Held in the most efficient and expeditious manner. Liquidated damages that accrued through the effective date of this Takeover Agreement pursuant to Section 3(d) shall remain due and payable. The Surety shall have 223 calendar days from the effective date of this Takeover Agreement, including any extensions approved in accordance with the Contract, to achieve Substantial Completion of the Work. If Substantial Completion is not achieved within that 223-day period, additional liquidated damages shall begin to accrue upon expiration of the 223 calendar days and shall continue to accrue in accordance with the Contract Documents until Substantial Completion is achieved.

9. JS Held Scope and Authority. JS Held shall maintain a presence on the Project for contract administration of DGM and its subcontractors through final completion of the Remaining Work to be compensated by Surety. Amounts paid to JS Held shall reduce the Penal Limit of the Performance Bond by the amount paid. Routine day-to-day operations, communication with Owner and decisions as to the manner of performance of the Remaining Work shall be made by JS Held, subject to the terms and conditions of the Contract, provided, however, that JS Held has no authority, without Surety's prior express written consent to Owner, to: (i) agree to any changes in the Contract; (ii) agree to any changes in the Remaining Work exceeding \$3,000; (iii) agree to any backcharges or deductions of any nature; (iv) agree to any schedule changes; (v) agree to any adjustments in the Contract Balance; or (vi) agree to perform warranty work of DGM or corrective work as a result of latent defect(s) in the work performed by the DGM. In addition to items (i)-(vi), Owner shall designate Huy Ton as the primary point of contact and communicate directly with Surety and JS Held to issue cure or show cause notices concerning DGM's performance.

Owner shall cause Engineer to designate a point of contact who will be responsible for attending Owner-Engineer-Contractor (OEC) meetings and address timely responses to RFIs from JS Held. Surety shall designate Christy Zabek as its primary point of contact and JS Held shall designate Will Gelner as its primary point of contact. Nothing in this paragraph shall be deemed to be construed that Owner shall in any manner be responsible for latent and patent construction defects and/or non-conforming work.

10. Payments to Surety. The applications for progress payments and final payment, including final retainage, will be submitted to the Owner by JS Held on behalf of Surety and will be paid by Owner to Surety pursuant to the Contract. Any additional costs or overages that exceed the Contract Balance will be borne by the Surety.

11. Surety's Obligations and Limitation of Liability. Unless otherwise stated in this Agreement, nothing herein shall alter, affect, or vary the rights and obligations of Owner and Surety under the terms of the Contract and the Performance Bond. All payments made by Surety using its own funds to DGM as completion contractor, directly to any subcontractor or supplier of DGM, or to any other party for furnishing labor, material or equipment for the Remaining Work shall be credited dollar for dollar against the Penal Limit of the Performance Bond. Owner reserves a right to object to any payment amount credited against the Penal Limit of the Performance Bond including, but not limited to, payment made using Contract Balance funds. Any payments made by Surety using its own funds to proper claimants for the furnishing of labor, material, and equipment to DGM for the Project prior to the Termination Date shall also be credited dollar for dollar against the Penal Limit of the Payment Bond. Nothing in this Agreement constitutes or shall be deemed to be a waiver of the Penal Limit or an increase in the liability of the Surety under the Bond, it being agreed that the limit of the Surety's liability under this Agreement is \$3,185,193.75. Surety's obligations under the Payment Bond, if any still remain outstanding, for labor, material, equipment, or services provided to DGM shall remain in full force and effect in accordance with the Bond's terms and provisions. This Agreement is not intended, and shall not be construed, to create any third-party beneficiaries or to confer any benefit upon, or create, acknowledge, revive or enlarge an enforceable right of anyone other than the parties hereto or to waive, prejudice or otherwise impair any rights, remedies, claims or defenses which Surety or Owner may have or hereafter acquire against persons or entities not a signatory hereto and all such rights, remedies, claims and defenses are hereby expressly reserved. This Agreement shall be construed as part of the Performance Bond for purposes of the application of Chapter 2253 of the Texas Government Code.

Obligee shall not make any claim against Surety, or demand damages or performance from Surety, after Surety has expended or obligated itself to expend the remaining Penal Limit. Surety shall provide ten (10) days' notice to Obligee if the Surety's payments under this Agreement reach or are about to reach the Penal Limit, at which point Obligee agrees Surety may cease performance of any additional work under the Contract, the Performance Bond, and this Agreement. Surety agrees to make available, upon request by Owner, documentation for all payments Surety has made regarding the Remaining Work.

12. No Third-Party Beneficiaries. This Agreement is not intended, and shall not be construed, to create any third-party beneficiaries or to confer any benefit upon, or create,

acknowledge, revive or enlarge an enforceable right of anyone other than the parties hereto or to waive, prejudice or otherwise impair any rights, remedies, claims or defenses which Surety and Owner may have or hereafter acquire against persons or entities not a signatory hereto and all such rights, remedies, claims and defenses are hereby expressly reserved.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas and a lawsuit may on be prosecuted on this Agreement in a court of competent jurisdiction in Fort Bend County, Texas.

14. Dispute Resolution. For any claim or dispute arising out of or related to this Agreement, Owner and Surety shall initially attempt to resolve such claim or dispute by mediation as a pre-condition to litigation. For any claim or dispute not resolved by mediation, it shall be resolved by litigation in a court of competent jurisdiction.

15. Notices. All notices and correspondence required under this Agreement shall be sent to Owner as follows:

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: City Attorney
P.O. Box 110
Sugar Land, Texas 77487-0110

And

City of Sugar Land
Attn: City Engineer
P.O. Box 110
Sugar Land, Texas 77487-0110

And to Surety as follows:

Christy Zabek
Assistant Vice President
Amerisure Mutual Insurance Company
Farmington Hills, Michigan 48331
Phone # (248) 430-6533
E-Mail: CZabek@amerisure.com

-and-

Gregory M. Weinstein
Weinstein Radcliff Pipkin LLP
8350 North Central Expressway
Suite 1550
Dallas, Texas 75206
Phone # (214) 865-6126
Fax# (214) 865-6140
E-Mail: gweinstein@weinrad.com

Any notices and correspondence to Surety shall also be copied to the Surety's consultant as follows:

J.S. Held LLC
Attn.: Will Gilner
Director
59 Skyline Drive
Suite 1400
Lake Mary, Florida 32746
E-Mail: will.gilner@jsheld.com

16. Agreement Binding on Successors. This Agreement shall not take effect until both Owner and Surety have signed this Agreement. This Agreement shall be binding upon the successors and assignees of Surety and Owner.

17. No Modification Except in Writing. This Agreement cannot be modified except in writing signed by both Owner and Surety.

18. This Agreement Controls. In case of conflict between the provisions of this Agreement and the provisions of the incorporated Contract and Performance Bond, this Agreement shall control. Further, this Agreement, constitutes the entire agreement regarding the subject matter hereof between Owner and Surety and, together, supersede all prior negotiations, representations, offers, other writings and oral statements of every description.

19. No Waiver. The failure of either party to exercise in any respect a right provided for in this Agreement should not be deemed to be a subsequent waiver of the same right or of any other right.

20. Reservation of Rights. By entering into this Agreement, Owner and Surety do not admit or deny liability under the Contract or the Performance Bond but do so in an effort to mitigate damages for all parties. All rights, remedies, claims and defenses which Surety, including those that the surety can assert on behalf of DGM, and/or Owner may have in connection with the Contract or Performance Bond are hereby expressly reserved, and nothing in this Agreement is intended, or shall be construed, to waive, limit, alter, amend or otherwise impair such rights, remedies, claims and defenses.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below, and each of the undersigned personally represent and warrant that they have the full right, power, and authority to execute this Agreement on behalf of the respective parties.

City of Sugar Land, Texas

By: _____
Print Name: _____
Title: _____
Date: _____

Amerisure Mutual Insurance Company

By:  _____
Print Name: Christina Zabek
Title: AVP - Surety Claims
Date: July 10th, 2026



City Council Agenda Request July 21, 2026

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: Sandra Stroud, Administrative Manager

Presented by: Melissa Hobson, Animal Services Administrator

Responsible Department: Animal Services - Division

Agenda Caption:

ACCEPTANCE OF MONETARY DONATIONS

Consideration of and action on the recognition and acceptance of donations to Sugar Land Animal Services in the amount of \$5,837.76.

Recommended Action:

Recognition and acceptance of donations to Sugar Land Animal Services in the amount of \$5,837.76

Executive Summary:

The Animal Services Department receives monetary donations throughout the year from residents, non-residents, and local businesses. In accordance with the City's donation policy, all contributions exceeding \$250 require formal acceptance by City Council.

Since the last Council approval in April 2026, the Department has received six donations over \$250 totaling \$3,485.00, as well as twenty-five donations under \$250 totaling \$2,352.76. In total, thirty-one donations have been received, amounting to \$5,837.76

Donor	Amount
Sana Momin	\$310.00
Anonymous	\$300.00
Fidlar Technologies/Fort Bend County Clerk Laura Richard	\$250.00
Boba and Broth	\$500.00
William Alcorn III	\$500.00
Hill Country Paints	\$1,625.00
Boehringer Ingelheim Animal Health (Medical Refrigerator)	\$1,695.00

Total	\$ 3,485.00
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The Animal Services Department recommends that City Council formally accept these donations in the total amount of \$5,837.76. Funds will be utilized to support medical care for shelter animals.

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

July 21, 2026

Agenda Request No: VIII.B.

Agenda of: City Council Meeting

Initiated by: Kimberly Terrell, Director of Parks & Recreation

Presented by: Kimberly Terrell, Director of Parks & Recreation

Responsible Department: Parks

Agenda Caption:

SUGAR LAND LEGACY FOUNDATION AND ANNUAL REPORT

Consideration of and action on acceptance of a Donation from the Sugar Land Legacy Foundation, in the amount of \$10,000.00, for T.E. Harman Center recreation improvements; authorization of a Budget Amendment in the amount of \$10,000.00 to revenues and expenditures; Consideration of and action on acceptance of a Donation from the Sugar Land Legacy Foundation, in the amount of \$100,000.00, for Sugar Land Animal Shelter construction and receive the 2025 Sugar Land Legacy Foundation Annual Report.

Recommended Action:

Receipt of the Sugar Land Legacy Foundation 2025 Annual Report; acceptance of a \$10,000 donation for T.E. Harman Center improvements; approval of a \$10,000 budget amendment to General Fund revenues and expenditures; and acceptance of a \$100,000 donation for the construction of the Sugar Land Animal Shelter.

Executive Summary:

The Sugar Land Legacy Foundation (SLLF) is a 501(c)3 that works on behalf of the City of Sugar Land to promote community investment in large-scale quality of life projects. These projects commemorate, transform and celebrate the Sugar Land community.

The SLLF is pleased to present their 2025 annual report to the City Council along with a request to accept donations for the following projects:

T. E. Harman Center Recreation Improvements

A generous donation in the amount of \$10,000.00, the fourth donation from T.E. Harman Center member Dr. Cramer will fund further T.E. Harman Center improvements.

Dr. Cramer and his late wife, Dr. Ripepi, contributed initially in 2018 and have funded several improvements to the center including a fitness room, patio improvements, lobby upgrades, wall

mirrors and other improvements.

This year's donation will primarily be used to upgrade the aesthetics of the center with a mural on the interior of the main activity room. The total anticipated cost for the improvements is not to exceed \$10,000.00.

Staff recommends that City Council accept a donation of \$10,000.00, for T.E. Harman Center recreation improvements; and approval of a budget amendment in the amount of \$10,000.00 to the existing account.

Sugar Land Animal Shelter

The Sugar Land Animal Shelter project has been funded through bond elections; however, an additional \$2.4 million in enhanced funding support is needed to fully realize the envisioned design improvements. To coordinate this fundraising effort, both an Animal Advisory Board subcommittee and a Sugar Land Legacy Foundation subcommittee have been established. The donations will be used to fund enhancements to the base shelter design. Through the generosity of community donors, including a \$100,000.00 contribution from Ms. Donna Hammond, the Sugar Land Legacy Foundation has raised \$129,600.60 to date toward this goal. The SLLF is presenting Ms. Hammond's donation to City Council for acceptance as fundraising efforts continue toward the \$2.4 million target.

Staff recommends that City Council accept a donation of \$100,000.00, for Animal Shelter Construction.

The Sugar Land Legacy Foundation Board reviewed and approved the donations at a recent Board meeting.

Budget

Expenditure Required: \$10,000 -

T.E. Harman Center recreation improvements
\$100,000 - Animal Shelter Construction

Current Budget: n/a

Additional Funding: n/a

Funding Source: Donations

Account Number (ORG-OBJ-Project): T.E. Harman Center: 1014125 571073
Animal Shelter - CMU1908

Attachments

None



City Council Agenda Request

July 21, 2026

Agenda Request No: IX.A.

Agenda of: City Council Meeting

Initiated by: Greg Nichols, Senior Project Manager

Presented by: Greg Nichols, Senior Project Manager

Responsible Department: Engineering

Agenda Caption:

CONTRACT WITH B&D CONTRACTORS, INC

Consideration of and action on the authorization of the execution of a construction contract with B&D Contractors, Inc., for the Ditch H Trail Project, CIP CPK1702, in the amount of \$9,191,511.09.

Recommended Action:

Authorize the execution of a construction contract with B&D Contractors, Inc., for the Ditch H Trail Project, CIP CPK1702, in the amount of \$9,191,511.09.

Executive Summary:

As part of the 2013 Parks Bond program, the citizens of Sugar Land approved the Hike and Bike Trails Projects as Proposition No. 3. The Proposition included the Imperial Connector Trail, First Colony Trail, and Ditch H Trail. The Imperial Connector Trail project was completed in 2016. The First Colony Trail project was completed in 2024. This project, Ditch H Trail/Sugar Land Trail Phase I is the third project on Proposition No, 3 and is ready for construction.

The Ditch H Trail/Sugar Land Trail Phase I is a key part of Sugar Land's efforts to improve bicycle and pedestrian connectivity and will provide Sugar Land residents with additional transportation options for commuting and recreational trips. Underpasses under S.H. 6, Meadowcroft Blvd. and U.S. 59, will provide unobstructed bicycle and pedestrian connectivity along the entire Ditch H corridor. It is a core component of Sugar Land's Hike and Bike Trail Master Plan and will form a regionally significant pathway for pedestrians and bicyclists. The trail will generally run alongside Ditch H from near U.S. 90A to Lexington Boulevard, forming a 3.5 mile long north-south "spine" trail traversing most of the City. The Ditch H Trail/Sugar Land Trail Phase I will be a ten (10)-foot wide concrete path primarily along Ditch H. Land acquisition has been completed. The City has coordinated with both LID 17 and the Texas Department of Transportation. Both agencies have provided support for the project.

The trail will connect many residential areas to major destinations in Sugar Land, including the following:

- The high-activity, employment-rich Town Center and Town Square areas near U.S. 59 at State Highway 6, which include First Colony Mall and major employers;
- The City's Minor League Baseball Stadium and Imperial Sugar redevelopment area;
- The 420-acre Sugar Land Memorial Park, with dog park, lakes, trails, facilities, and future festival site;
- The University of Houston Sugar Land campus;
- The Houston Museum of Natural Science Sugar Land;
- Imperial Park, home of the Sugar Land Girls Softball League, Senior Center, Imperial Park Recreation Center, and the new animal shelter.

On November 14, 2013, City of Sugar Land voters approved the 2013 Parks Bond, Proposition No. 3 for the trails. There is a remaining budget of \$5,623,588.89.

On September 28, 2021, the City entered an Interlocal Agreement (ILA) with Fort Bend County for the Ditch H Trail/Sugar Land Trail Phase I. Fort Bend County is to fund the project in the amount of \$3,168,000.

On May 12, 2026, the Federal Transit Administration awarded \$9,090,240.00 to fund the project.

To make this trail a truly innovative public infrastructure, the city would like to incorporate glow stones into the trail pavement, creating a signature destination with a unique and visually stunning experience. Strategically placed in areas with minimal ambient lighting, these stones will absorb light during the day and emit a subtle glow at night for about 10 hours. The stones have approximately 20 years of service life. The construction project was bid with three Glow Stone options.

Option 1 represents the base option with targeted coverage, while each successive option adds additional coverage and cost. For example, Option 3 provides coverage for almost the entire trail. These options have been developed to allow for a choice between visual impact and project budget.

This project will also incorporate a new type of pedestrian bridge not previously installed in Sugar Land, which is constructed with Fiber Reinforced Polymer (FRP). Although the material has a slightly higher cost, the total installed cost is lower because an FRP bridge is about 75% lighter than a steel bridge. A crew can set it with smaller equipment, whereas a steel bridge requires very large crane rentals. In addition, FRP bridges require smaller, shallower, and less expensive concrete foundations, resulting in construction cost savings. FRP has excellent corrosion resistance with no rusting or corrosion, making it ideal for the local climate. The life cycle cost is lower with minimal maintenance required during its expected lifespan of 50+ years, where steel is 15-25 years without regular treatment.

Westwood Professional Services was the design consultant and completed the project's design in April 2026, and an Invitation to Bid was advertised on May 6, 2026, and May 13, 2026. Eleven (11) bids were received and opened on Thursday, June 11, 2026. The bids were checked by Westwood Professional Services for mathematical errors and bid irregularities. The consultant's opinion of the probable construction cost is \$11,089,265.00. The summary of the bids is listed below:

Contractor	Base Bid	Base + Glow Stone Alternate # 1	Base + Glow Stone Alternate # 2	Base + Glow Stone Alternate # 3
B&D Contractors	\$8,682,266.09	\$8,757,572.09	\$8,858,403.59	\$9,191,511.09
Ballast Point	\$9,448,087.00	\$9,496,987.00	\$9,530,587.00	\$9,706,587.00
Millis Equipment	\$9,621,468.00	\$9,719,268.00	\$9,838,030.50	\$10,216,018.00
McCivil	\$10,549,200.00	\$10,614,400.00	\$10,699,762.50	\$10,975,725.00
Gadberry	\$10,760,498.00	\$10,809,398.00	\$10,871,873	\$11,070,698.00
Environmental Allies	\$10,937,854.10	\$11,019,354.10	\$11,123,479.10	\$11,454,854.10
TWL Construction	\$11,167,000.00	\$11,234,645.00	\$11,325,812.50	\$11,548,287.50
Times Construction	\$11,454,725.00	\$11,513,405.00	\$11,599,100.00	\$11,894,175.00
ICON GC	\$11,595,000.00	\$11,676,500.00	\$11,801,250.00	\$11,982,750.00
Precise Services	\$12,621,472.00	\$12,694,822.00	\$12,796,784.50	\$13,138,472.00
Jerdon	\$14,414,420.00	\$14,504,070.00	\$14,641,295.00	\$15,125,295.00

The lowest responsible bidder for the total bid items (base bid + add alternate bid item # 3) is B&D Contractors, Inc., in the amount of \$9,191,511.09. The available budget for construction, contingency, construction administration and construction materials testing in CIP CPK1702 is \$17,881,828.89. The design engineer completed a review and evaluation of the bids and provided a letter of recommendation indicating C&D Contractors, Inc. is capable of completing a project of this nature. The design engineer has also checked references and received positive feedback about C&B Contractors, Inc. working satisfactorily on other Houston and Sugar Land

area projects in the past.

If approved by the City Council, the Notice to Proceed will be issued by August 2026 with a contract time of 425 calendar days.

In accordance with Policy CO-110, Notification of Construction Impacts and Service Interruption, this project is classified as a Neighborhood Project. Staff is aware of the potential impact on residents and will coordinate and communicate as required per City notification policy on construction notifications. Staff will utilize several measures during construction, such as door hangers, mailouts, website updates, etc., to maintain open communication with all impacted property owners.

The Engineering and Public Works Departments recommend that the City Council authorize the execution of a construction contract with B&D Contractors, Inc. for CIP CPK1702 Ditch H Trail/Sugar Land Trail Phase I Project in the amount of \$9,191,511.09.

Budget

Expenditure Required: \$9,191,511.09

Current Budget: \$17,881,828.89

Additional Funding: N/A

Funding Source: Certificates of Obligation \$5,623,588.89

FTA Grant \$9,090,240.00

Fort Bend County \$3,168,000.00

Account Number (ORG-OBJ-Project): COs 5023225-621020-CPK1702

FTA 5033225-621020-CPK1702

FBC 5013225-621020-CPK1702

Attachments

1. Sugarland Standard Contract
2. Map

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not For Building Construction Projects)
(Rev. 2-23-26)

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

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

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

CITY OF SUGAR LAND

By:

Name:

Title:

Date:

CONTRACTOR:

By:

Name:

Title:

Date:

[Signature]
William Thorne
President
6/22/2026

II. Summary of Contract Terms.

Project: Ditch H Trail / Sugar Land Trail Phase 1

Contractor: B & D Contractors, Inc.

Name of Engineering Firm, if any: _____

Name of Owner's Project Manager: Kenny Bou

Base Bid: \$ 8,682,266.09

Alternate Bid Item Nos.: Alt 1 / Alt 2 / Alt 3

Total Alternate Bid Items Amount: \$ 75,306.00 / 171,137.50 / 509,245.00

Contract Price (Base Bid + Alternates): \$ 8,757,572.09 / 8,858,403.59 / 9,191,511.09,
as may be adjusted by Change Orders

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

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 425 Calendar
Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

MATTER NUMBER:

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

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

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

III. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

- (1) Signatures (Section I);
- (2) Summary of Contract Terms (Section II);
- (3) Standard Contractual Provisions s (Section III); and
- (4) Contract Document (listed in Section IV).

Project means the project identified in Section II above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip, and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. 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.

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

MATTER NUMBER:

E. 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.

F. Independent Contractor. 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 under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

- (1) Pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
- (2) Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
- (3) Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

H. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

I. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

J. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

K. Compliance with CenterPoint Houston Electric, LLC's Tariff. The Contractor must comply with CenterPoint Houston Electric, LLC's or its successor's (CenterPoint) most current tariff filed with the Texas Public Utility Commission. If electrical facilities are installed that require indemnity under the tariff, **CONTRACTOR ASSUMES THE RISK OF AND SHALL INDEMNIFY THE CITY, CENTERPOINT HOUSTON ELECTRIC, LLC (CENTERPOINT), THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO THE CITY OF SUGAR LAND'S (CITY) PROPERTY OR TO PROPERTY OF CENTERPOINT WHEN OCCASIONED BY ACTIVITIES OF THE CITY, CONTRACTOR, OR THIRD PARTIES ON THE CITY'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT OR REPAIR OF CENTERPOINT'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY", SECTION 5.2 OF CENTERPOINT'S TARIFF.**

L. Railroad Requirements. If this Project involves work on or use of Union Pacific Railroad Company's property, whether through construction of an at-grade crossing, installation of utilities, or other City use, the Contractor must comply with the Railroad's requirements, the City's agreement with the Railroad, and the applicable federal, state and local laws regulations and enactment affecting the Work. **ALSO, CONTRACTOR RELEASES, DEFENDS AND INDEMNIFIES UNION PACIFIC RAILROAD COMPANY (RAILROAD) AND THE CITY FROM AND AGAINST ANY LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, COST, OR EXPENSE INCURRED BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, THE CONTRACTOR'S AND THE CITY OF SUGAR LAND'S PROPERTY OR EQUIPMENT (COLLECTIVELY, THE "LOSS") THAT ARISES FROM THE PRESENCE OR ACTIVITIES OF CONTRACTOR'S AND CITY'S EMPLOYEES ON RAILROAD'S PROPERTY, EXCEPT TO THE EXTENT THAT ANY LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE CITY OR THE RAILROAD. FURTHER, IF THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ENACTMENTS, RESULTS IN ANY FINE, COST OR CHARGE BEING ASSESSED, IMPOSED OR CHARGED AGAINST THE CITY OR THE RAILROAD, THE CONTRACTOR SHALL REIMBURSE AND INDEMNIFY THE CITY OR RAILROAD FOR ANY SUCH FINE, PENALTY, COST, OR CHARGE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES. UPON THE RAILROAD'S OR CITY'S NOTICE OF ANY SUCH ACTION BEING PROVIDED BY THE RAILROAD OR THE CITY, THE CONTRACTOR AGREES TO DEFEND SUCH ACTION FREE OF COST, CHARGE OR EXPENSE TO THE CITY OR THE RAILROAD.**

M. 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. The Contractor's notarized Certificate of Interested Persons and certification of filing are attached to this Contract.

MATTER NUMBER:

N. 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.

O. 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.

P. 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.

MATTER NUMBER:

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.

Q. 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).

R. Preservation and Provision of Contracting Information. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. That subchapter applies to contracts for the purchase of goods and services by the City where: (1) the Maximum Contract Amount in Sec. II is \$1,000,000.00 or greater; and/or (2) will result in the expenditure of at least \$1,000,000.00 by the City in a fiscal year.

MATTER NUMBER:

For the duration of the Contract, and in accordance with records retention requirements governed by Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7, and any other applicable statute, ordinance, or policy, Contractor will preserve all contracting information, as defined by Section 552.003 of the Texas Government Code, related to this Contract. Upon receiving a written request from the City, Contractor will promptly provide any contracting information related to this Contract that is in the custody or possession of Contractor. Upon the expiration or termination of this Contract, Contractor will either: (1) provide, at no cost to the City, all contracting information related to this Contract that is in the custody or possession of Contractor; or (2) preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

S. Performance and Payment Bonds. For a public work contract, the Contractor must, before beginning the work, execute to the City a performance bond if the Contract is in excess of \$100,000 and a payment bond if the Contract is in excess of \$50,000. The performance bond is solely for the protection of the City in the amount of the Contract and conditioned on the faithful performance of the work in accordance with the plans, specifications, and Contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a subcontractor to supply public work labor or material and in the amount of the Contract. A bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). (Sec. 2253.021 Government Code)

IV. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

- (1) General Conditions
- (2) Performance Bond
- (3) Payment Bond
- (4) Labor Classification and Minimum Wage Rates
- (5) State of Texas Workers' Compensation Insurance Coverage Addendum
- (6) Minimum Insurance Policy Limits for Large Construction Projects
- (7) Conflict of Interest Questionnaire
- (8) Certificate of Interested Persons
- (9) H.B. 89 Verification Form
- (10) S.B. 13 Verification Form
- (11) S.B. 19 Verification Form
- (12) Invitation to Bid
- (13) Notice to Bidders
- (14) Instructions to Bidders
- (15) Contractor's Bid for the Project
- (16) Contractor's Affidavit of Bills Paid
- (17) Notice to Proceed
- (18) Change Orders
- (19) Special Conditions, if any
- (20) Engineer's Specifications, including any special shoring requirements
- (21) Engineer's Plans
- (22) Geo-Tech Report (if Contract involves trench excavation exceeding depth of five feet)
- (23) Additional Contract and Grant Provisions
- (24) Buy America Certificate of Compliance
- (25) Grant Documents

MATTER NUMBER:

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

GENERAL CONDITIONSTABLE OF CONTENTS
(Rev. 1-3-12)

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|--|-----------------------------------|
| 1. Definitions | 14. Performance and Payment Bonds |
| 2. Schedules, Reports and Other Documents | 15. Assignment |
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| 9. Contract Changes | 22. Unit Prices |
| 10. Time to Complete Work and Liquidated Damages | 23. Record Drawings |
| 11. Differing Site Conditions | 24. Notice |
| 12. Suspension or Termination of Work | 25. Dispute Resolution Procedures |
| 13. Payments to Contractor | 26. Compliance with Laws |

1. DEFINITIONS. These definitions and the definitions in the Instructions to Bidders apply to the General Conditions:

1.1 *Act* means the Underground Facility Damage Prevention and Safety Act codified in Chapter 251, Texas Utilities Code.

1.2 *Change Order* means a written order issued by Owner after the Contract has been awarded that specifies a change to the Contract Price, the Work, or the time to achieve Substantial Completion.

1.3 *Claim* means the Contractor's demand or assertion that it should be paid more than the Contract Price or granted more time to achieve Substantial Completion or Final Completion by the Owner because of action or inaction by the Owner, Owner's representative, Engineer, or any party for whom the Owner is responsible or with which the Owner has separately contracted for other portions of the Project.

1.4 *Contract* means this Contract for Public Capital Construction Projects for the Project that includes the Contract Documents and is executed by the Owner and the Contractor.

1.5 *Contract Documents* means the documents enumerated as Contract Documents in the section of the Contract entitled Contract Documents.

1.6 *Contract Price* means the dollar amount the City must pay the Contractor under the Contract.

1.7 *Contractor* means the person, firm or corporation that has executed the Contract.

1.8 *Drawings* mean plans, profiles, details, and graphic and pictorial sheets that define the character and scope of the Work.

1.9 *Engineer* means the engineering firm, corporation or entity named as the Engineering Firm in this Contract.

1.10 *Environmental Laws* means any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure.

1.11 *Final Completion* means the date that the Punch List is completed and the City accepts the Project as finally complete.

1.12 *Force Majeure* means lightning, earthquakes, hurricanes, floods, named storms, strikes, lockouts, riots, wars, civil disturbances, explosions, fires, or other unforeseeable events that are not within the control of the Contractor and are not caused by the Contractor's negligence or fault, but not including material or labor shortages, price increases or escalations, or Subcontractor default.

1.13 *Hazardous Substance* means any element, constituent, chemical, substance, compound,

or mixture defined as a hazardous substance by any local, state or federal law, rule or regulation.

1.14 *Laboratory* means a testing laboratory that the Owner designates or approves for the Project.

1.15 *Notice to Proceed* means the Owner's written notice to the Contractor establishing the date to begin the Work.

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

1.17 *Plans* mean the Engineer's plans, profiles, cross-sections, working drawings, and supplemental drawings that show the location, character, dimensions, and details of the Work.

1.18 *Punch List* means the list of Work items that the Contractor must correct in compliance with the Contract after Substantial Completion to achieve Final Completion.

1.19 *Retainage* means the part of the Contract payment withheld by the Owner to secure performance of the Contract.

1.20 *Shop Drawings* means the drawings, diagrams, illustrations, brochures, schedules or other data prepared by the Contractor, Subcontractors, manufacturers, Suppliers, or distributors to illustrate specific portions of the Work.

1.21 *Specifications* includes the technical written descriptions for and other documents that show the materials, equipment, construction systems, standards and workmanship for the Project contained in the Contract Documents and designated as Specifications.

1.22 *Subcontractor* means a person or entity contracting with the Contractor to perform part of the Work at the Project site, including a subcontractor contracting with the Subcontractor.

1.23 *Substantial Completion* means the date at which the Owner or Engineer certifies that the Owner may occupy, use or operate the Project for its intended purpose. Partial use or occupancy of the Project does not qualify as Substantial Completion.

1.24 *Superintendent* means the Contractor's representative with authority to act for the Contractor.

1.25 *Supplier* means a person or entity that provides only materials, supplies or equipment for the Work.

1.26 *Work* means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project in strict accordance with the Contract Documents.

1.27 *Working Day* means a calendar day, not including Sunday or holidays observed by the Owner, in which weather permits the performance of the Work for a continuous period of not less than five hours between 7 a.m. and 6 p.m.

2. SCHEDULES, REPORTS, AND OTHER DOCUMENTS.

2.1 Preconstruction Meeting Submittals. At the preconstruction meeting the Contractor will make a submittal to the Owner that includes the:

- (1) Project schedule showing the order in which the Work will be performed, the dates at which the various parts of the Work will begin, and the estimated date of completion for each part of the Work, as set forth in the Contract;
- (2) Schedule of values (for lump sum Work items);
- (3) The proposed dates to provide Shop Drawings to the Owner;
- (4) Proposed dates to start the manufacture, testing and installation of materials, supplies and equipment; and
- (5) Anticipated schedule for and amount of monthly invoices.

The schedule for submittals must coordinate with the construction schedule and allow the Owner and Engineer reasonable time to review a submittal. If the Contractor fails to include a schedule in a required submittal, the Owner is not required to approve an increase in the Contract Price or grant an extension of time to the Substantial Completion date based on the time required to review a submittal.

2.2 Approval of Project Schedules and Submittals. The Contractor's Project schedules and submittals are subject to the Owner's approval and are not effective until approved by the Owner. If a submittal or schedule is not approved, the Contractor must revise the schedule or submittal to comply with the Owner's or Engineer's recommendations and make a new submittal or schedule to the Owner for approval.

2.3 Updates to Submittals. The Contractor must update each of the schedules and submittals required by this Contract and submit them in printed form to the Owner with the Contractor's monthly pay applications. Updated construction schedules must reflect actual conditions and must identify any delays previously encountered and how the Contractor intends to overcome them. Owner may withhold payment until the Contractor provides the updated schedules and submittals.

2.4 Additional Submittals, Drawings and Instructions. During construction of the Project the Contractor must submit to the Owner any other documents required by law or requested by the Owner that relate to the Work. And the Contractor must comply with the Owner's revised or additional Plans, Drawings, Specifications, and instructions issued during the Work.

2.5 Intent of Contract Documents. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Work. The Contractor must perform the Work consistent with the Contract Documents and reasonably inferable from the Contract Documents as being necessary to produce the indicated results. To facilitate construction and coordination, before starting each portion of the Work, the Contractor must carefully:

- (1) Study and compare the Contract Documents pertaining to that portion of the Work;
- (2) Review and study the information furnished by the Owner;
- (3) Take field measurements of existing conditions related to that portion of the Work; and
- (4) Observe site conditions that may affect that portion of the Work.

2.6 Inconsistent Contract Documents. In its capacity as a contractor and not as a licensed design professional, the Contractor must promptly report, in writing, to the Owner and Engineer

any errors, inconsistencies, or omissions in the Contract Documents known to the Contractor. The Contractor must pay to the Owner any costs and damages that arise from Contractor's failure to comply with this paragraph.

2.7 Street Work Schedule. For street, roadway, and utility projects, the Contractor may remove and replace concrete only between the hours of 7:30am to 6:00pm, Monday through Friday of each week. Unless the Contractor receives the Owner's prior written consent, the Contractor's Work must not interfere with peak traffic. The Contractor may saw cut at any time, but concrete must be replaced within ten Working Days of the removal.

3. SHOP DRAWINGS.

3.1 Submission. The Contractor must submit for the Owner's approval, Contractor's Shop Drawings and samples of materials and equipment to be installed in the Work prior to performing work to which they apply. The Contractor must request and obtain Owner's approval of a Change Order prior to submitting a Shop Drawing that deviates from the Contract Documents.

In submitting Shop Drawings, product data, samples, and similar submittals, the Contractor represents that the Contractor has:

- (1) Reviewed and approved them;
- (2) Verified materials, field measurements, and field construction criteria related to them;
and
- (3) Checked and coordinated the information contained in them with the requirements of the Contract Documents and the Work.

If the Contract Documents require the Contractor to submit Shop Drawings, product data, samples or similar submittals to the Owner for approval, the Contractor must not perform the portion of Work to which they apply until the Owner and Engineer approve them.

3.2 Review. The Owner will review the submitted Shop Drawings and samples and provide a response to the Contractor within 21 days of receipt of the Shop Drawings or samples. The Owner's approval of a Shop Drawing or sample of material or equipment, however, does not release the Contractor from its responsibility to comply with the Contract Documents.

3.3 Availability. The Contractor must keep the approved Shop Drawings at the Project site and make them available to the Owner and Engineer.

4. MATERIALS AND EQUIPMENT.

4.1 Materials and Equipment Incorporated into the Work. Materials, equipment, and articles that will be incorporated into the Work must:

- (1) Be stored in a manner that preserves their quality and fitness for the Work;
- (2) Be kept in a location that allows for Owner's prompt inspection;
- (3) Conform to the samples provided by the Contractor and approved by the Owner;
- (4) Not be subject to a security interest or any other interest retained by the seller;

- (5) Not be used for any purpose prior to incorporation into the Work unless the Owner consents in writing; and
- (6) Be applied, installed, connected, erected, used, cleaned and conditioned as directed in the Contract.

4.2 Supply Source. Before the Contractor orders materials, equipment, supplies, or articles, the Owner may require the Contractor to obtain the Owner's prior written approval of the supply source.

4.3 Substitutions. Materials, equipment, or articles specified by trade name, brand name, or catalogue number set the standard of quality and performance required for the material, equipment, or article. With the Owner's approval the Contractor may use a material, equipment, or article *equivalent to or equal to* the specified material, equipment, or article. The Contractor warrants that an approved substituted material, equipment or article will not affect the function or design of the Project. The Contract Price may be adjusted by Change Order in the amount of the cost differential between the specified material, equipment, or article and the approved substitution. But, the Contractor must pay the cost of any additional component parts required for the substituted material, equipment, or article.

5. INSPECTION AND TESTING.

5.1 Requirements. All materials, equipment, articles, and supplies used to construct the Project:

- (1) Must be tested and inspected according to the requirements of the Contract and the requirements of public agencies or authorities with jurisdiction over any portion of the Work. The Contractor must furnish the Owner with certificates of any inspection, testing or approval required by public agencies;
- (2) That require a Laboratory test will be tested at a Laboratory that the Owner selects and the Owner will pay for the tests directly, unless specified otherwise in the Contract;
- (3) May be inspected at the factory or fabrication plant of the supply source;
- (4) If approved by the Owner, may be submitted as representative samples to be inspected and tested; and
- (5) Must be retested at Contractor's sole cost if the initial test shows that the Contractor's Work does not comply with the Contract (Contractor to reimburse the Owner for the retesting cost).

5.2 Advance Notice. The Contractor must notify the Owner at least:

- (1) 48 hours before starting any part of the Work;
- (2) 24 hours before testing any part of the Work; and
- (3) 48 hours before working on a Saturday.

5.3 Removal and Replacement. The Contractor must:

- (1) Remove and replace material, articles, supplies, equipment, or any part(s) of the Work that do not meet the Contract Documents requirements within the time required by Owner at Contractor's expense, including fees for required additional testing, inspections, engineering services, or other consulting services;
- (2) Uncover and replace at its sole cost any portion of the Work that has been covered without the required testing or contrary to the Owner's written directives; and
- (3) Even if the Contract Documents do not require a test or inspection prior to covering up the Work, uncover, expose or make available any portion of the Work for inspection or testing if the Owner determines that it is necessary. If the covered part of the Work does not comply with the Contract, the Contractor must pay the costs associated with uncovering, testing, inspecting, and replacing that part of the Work. If that part of the Work complies with the Contract, the Owner will issue a Change Order that provides for an increase in the Contract Price or an extension of Contract Time, or both, directly related to the Contractor's expense of uncovering, inspecting, testing, and re-covering that part of the Work.

5.3.1 The Contractor, or the Surety upon Owner's demand and absent any other default by Contractor, must pay the additional costs specified in this Section 5.3 within 10 days of Owner's written notice to Contractor or Surety, or if sufficient funds remain payable in the Contract, the Owner may deduct the additional costs from Contractor's next payment(s) due. If the Contractor does not remove, replace and correct the rejected part of the Work according to the Owner's notice, the Owner may remove, replace or correct the rejected part of the Work and store salvageable materials, all at Contractor's or its Surety's expense.

5.4 Access to Project Site. The Contractor must:

- (1) Allow the Owner, and federal and state agencies participating in the Project, access to the Project site and records relating to the Project; and
- (2) Provide proper facilities for access, inspection and testing.

The Owner may enter the Project site to observe and inspect the Work and to construct or install collateral work.

5.5 Owner Approval. The Owner's approval of tests, inspections, or replacement of Work does not relieve the Contractor of its obligation to perform the Work according to the Contract Documents.

6. SURVEYS AND PERMITS.

6.1 Surveys. The Owner will establish control points for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work, as shown in the Contract Documents. The Contractor must:

- (1) Furnish all necessary construction staking and markers at its expense;
- (2) Contract with a qualified surveyor to stake Work required by the Contract;
- (3) Pay the cost to replace stakes or markers removed or destroyed by Contractor's negligence; and

- (4) Maintain a suitable Architect's or Engineer's level at the Project site.

6.2 Permits and Licenses. The Contractor must obtain and pay for all permits and licenses required to perform the Work, unless otherwise provided for in the Contract Documents. The Contractor will comply with and give notices required by applicable laws, rules, regulations, and requirements of public authorities. The Contractor must obtain and pay all charges for street closings and traffic control necessary to perform the Work. The Contractor bears the cost of correcting violations of the applicable laws, rules, regulations and requirements of public authorities.

7. PROTECTION OF WORK, PROPERTY AND PERSONS.

7.1 Safety. The Contractor must initiate, maintain and supervise all safety precautions and programs in connection with the Work, including:

- (1) Protecting the safety of and preventing injury, loss, or damage to its employees, Subcontractors, Owner's employees, and other persons at or adjacent to the Project site during the Work;
- (2) Where applicable, furnishing and erecting barricades, fences, lights, and any other safety precautions required by the most current version of the Texas Manual on Uniform Traffic Control Devices;
- (3) Establishing adequate detours for streets blocked to traffic;
- (4) Preventing damage to property on or adjacent to the Project site not designated for removal, relocation or replacement during the Work, including trees, shrubs, plants, lawns, sidewalks, pavement, roadways, structures and utilities
- (5) Preventing injury or damage to any part of the Work and the materials or equipment to be incorporated into the Work, whether stored on or off site;
- (6) Not removing trees, plants or shrubs without the Owner's prior written consent;
- (7) Providing suitable temporary bridges across trenches that block driveways, as directed by the Owner; and
- (8) Providing temporary drainage, as necessary.

7.2 Damage to Property. The Contractor must:

- (1) Monitor and promptly replace barricades and warning devices that are damaged or removed;
- (2) Except as provided in this Section, replace or repair, at its sole cost, public or private property damaged, destroyed or removed by the Contractor during the Work;
- (3) Repair or pay for the repair or replacement of underground utility, cable, telecommunications and other facilities covered by the Act that are damaged by Contractor; and

- (4) Not unload any track type construction machinery on existing pavement, or cross over any existing pavement or curb with the track type construction machinery.

7.2 Utilities and Underground Facilities. The Contractor must:

- (1) Locate all underground obstacles. The Owner does not represent that the Plans and Drawings accurately show the location of all sewer, water, gas, telephone, cable, electric, petroleum or other underground facilities;
- (2) Not interrupt utility services unless necessary to perform the Work;
- (3) Before excavating, contact the Texas Underground Facility Notification Corporation as required by the Act; and
- (4) Contact the Owner and other companies not subject to the Act that have facilities in, on, under, or adjacent to the Project site at least one week before performing any Work that will affect the Owner or any of the other companies' facilities. The Contractor must comply with the Owner's reasonable requirements to minimize the impact or the interruption of utilities to utility customers.

7.3 Project Site Clean Up. The Contractor must:

- (1) Keep the Project site reasonably clean at all times;
- (2) Dispose of surplus materials;
- (3) Clean up the Project site at the end of the Work and remove all remaining equipment, scrap materials, and temporary structures;
- (4) Restore existing facilities and property to a comparable condition they were in when the Work began; and
- (5) Secure equipment and materials in advance of a hurricane or other natural disaster as required by the Owner.

8. CONTRACTOR STATUS AND SUPERVISION. The Contractor is an independent contractor and not an agent or servant of Owner. The Contractor must supervise and direct the Work according to the Contract requirements and is *solely* responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor must employ and maintain at the Project site a qualified Superintendent whose name has been submitted to the Owner. The Superintendent must:

- (1) Have authority to act on behalf of the Contractor and all communications given to the Superintendent are binding on the Contractor; and
- (2) Keep in daily contact with and be able to effectively communicate with the Owner's representative and Engineer during the Work.

9. CONTRACT CHANGES.

9.1 Change Orders Required. The Contract Price, the time in which the Contractor must achieve Substantial Completion may only be changed by Change Order.

9.2 Owner Changes. During the Contractor's performance of the Work the Owner may:

- (1) Order changes to the Work;
- (2) Make necessary changes to the Plans, Drawings, or Specifications; or
- (3) Increase or decrease the quantity of Work to be performed or materials, equipment, or supplies to be furnished.

If the Owner and Contractor agree that the change increases or decreases the Contract Price or the time to achieve Substantial Completion, the Owner will issue a Change Order within 30 days of the decision to equitably adjust the Contract Price or Substantial Completion time. The Contractor must continue the Work pending Contractor's receipt of the Owner's executed Change Order. Minor changes that are consistent with the scope of the Work or do not affect the time for Substantial Completion will not result in a Change Order to increase the Contract Price or to extend the time to achieve Substantial Completion.

9.3 Contractor Changes. The Contractor may request changes to the Work, by submitting a written request to the Owner describing the:

- (1) Proposed change;
- (2) Reason for the change; and
- (3) Effect on the Contract Price and time for Substantial Completion.

The Contractor must submit all documentation reasonably required by Owner that supports Contractor's Change Order request. If the Owner determines that the change is necessary or beneficial and increases or decreases the Contract Price or time to achieve Substantial Completion, the Owner will issue a Change Order within 30 days of the Owner's determination to issue a Change Order that equitably adjusts the Contract Price or time to achieve Substantial Completion. The Contractor must continue performing the Work pending Contractor's receipt of the Owner's executed Change Order.

9.4 Disputed Change Orders and Effect of Agreement. The Contractor may file a Claim as specified in these General Conditions if the Contractor disputes Owner's determination as to a requested Change Order. An agreement on any Change Order is a final settlement of all the Contractor's Claims arising out of or relating to the change to the Work that is the subject of the Change Order, including all direct, indirect, and impact costs associated therewith and any adjustments to the Contract Price and time for Substantial Completion and Final Completion.

9.5 Delays. The Contractor may request a Change Order to extend the time to achieve Substantial Completion for a delay to the Work caused by:

- (1) Force Majeure; or
- (2) Owner's changes to the Work, as specified above.

Within five (5) calendar days of the beginning of the delay, the Contractor must give written notice to the Owner and Engineer identifying the cause of the delay and the anticipated effect of the delay on the progress of the Work. Within five days of the date that the delay ends, the Contractor may

submit to the Owner a written Change Order request for an extension of time for Substantial Completion of the Work. The written request must state the:

- (1) Cause of the delay;
- (2) Date the delay began and ended;
- (3) The effect of the delay on the progress of the Work;
- (4) Number of calendar days or Working Days requested for the time extension;
- (5) Facts that show the delay and the need for a time extension; and
- (6) Any other relevant information reasonably requested by the Owner or Engineer.

THE CONTRACTOR'S SOLE REMEDY FOR A DELAY, HINDRANCE, INTERRUPTION OR OBSTRUCTION TO THE WORK IS AN EXTENSION OF TIME TO ACHIEVE SUBSTANTIAL COMPLETION. THE CONTRACTOR WILL NOT RECEIVE ANY COMPENSATION OR DAMAGES FOR A DELAY, HINDRANCE, INTERRUPTION OR OBSTRUCTION TO THE WORK.

9.6 Value of Work. The Owner will determine the value of any Work covered by a claim for an increase or decrease in the Contract Price by using one or more of the following methods in the listed order of precedence:

- (1) Unit prices previously approved;
- (2) An agreed-upon lump sum amount; or
- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the item of Work *plus* an agreed upon amount not to exceed 15 percent of the actual cost of the item of Work to cover the cost of the Contractor's general overhead and profit.

9.7 Changes to Contract Price. The Contract Price:

- (1) May not be increased by more than 25% through Change Orders; and
- (2) May not be reduced by more than 25% through Change Orders without the Contractor's consent.

9.8 Claims.

9.8.1 Notice of Claim. The Contractor must submit a written document to the Owner and Engineer clearly titled "Notice of Claim" within five days of Contractor's discovery of an event that may result in a Claim. The Notice must clearly identify the basis for the complaint and the impact or damages that may happen or have happened. If the impact or damages cannot be assessed as of the date of the Notice, the Contractor must amend the Notice at the earliest possible date that is reasonable. The Owner must have timely, specific Notice of a Claim so that problems or potential problems can be mitigated promptly.

9.8.2 Claim. In addition to the Notice of Claim above, the Contractor must file with the Owner and Engineer a document titled "Claim" within 60 days of the event resulting in a claim for damages, which Contractor agrees is a reasonable notice requirement.

9.8.3 Receipt of Notice of Claim. After receipt of a Notice of Claim, the Owner may refer the matter to the Engineer or another party for review. The Contractor must attend meetings scheduled to review and discuss the Claim and must furnish reasonable factual back-up for the Claim. The Contractor must diligently continue performing the Contract during pendency of the Claim, excepting termination of the Contract or Owner's direction to stop the Work.

9.8.4 Waiver of Claims. The Contractor waives a Claim or portion of a Claim that is not the specific subject of a Notice of Claim under Section 9.7.1 and Claim under Section 9.7.2.

9.8.5 Resolution of Claims. If a Claim is not resolved within three months of the date of Contractor's application for final payment through the Claim procedures or mediation, the Contractor is entitled to institute litigation on the Claim in a court with jurisdiction in Fort Bend County, Texas.

9.8.6 Calculation of Claim Amount. In calculating the amount of a Claim:

- (1) Indirect or consequential damages are not allowed;
- (2) Recovery cannot be based on a comparison of planned expenditures to total actual expenditures, a comparison of planned manloading to actual manloading, estimated losses of labor efficiency, or any other analysis used to show damages indirectly;
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
- (4) Home office overhead, other home office charges or any Eichlay formula calculation is not allowed;
- (5) No profit is allowed.

10. TIME TO COMPLETE WORK AND LIQUIDATED DAMAGES.

10.1 Contract Time. The Contractor must:

- (1) Begin the Work on the date specified in the Notice to Proceed;
- (2) Achieve Substantial Completion within the time specified in this Contract; and
- (3) Complete the Punch List by the Final Completion Date.

10.2 Liquidated Damages.

10.2.1 Failure to Achieve Substantial Completion Date. If the Contractor fails to achieve Substantial Completion within the time required by this Contract, the Owner may assess liquidated damages in the amount shown in the Contract for each consecutive Calendar Day beyond Substantial Completion that Contractor fails to achieve Substantial Completion and may deduct the amount from the money due to the Contractor.

10.2.2 Failure to Achieve Final Completion Date. If the Contractor fails to complete the Punch List by the Final Completion Date the Owner may assess liquidated damages in the amount of \$50 for each consecutive Calendar Day beyond the Final Completion Date that Contractor fails to complete the Punch List and may deduct the amount from the money due to the Contractor.

10.2.3 Force Majeure. The Owner will not assess liquidated damages for a delay caused by Force Majeure.

10.2.4 Not a Penalty. The liquidated damages required by this Contract are not a penalty but a reasonable forecast of just compensation to the Owner for harm caused by the Contractor's delay that is difficult or impossible to determine at the time of execution of this Contract.

11. DIFFERING SITE CONDITIONS.

11.1 Disturbance of Condition. Except in cases of emergency the Contractor must give the Owner at least three days' advance written notice before the Contractor disturbs a subsurface condition, latent physical condition, unknown physical condition, or unusual physical condition, if any of those conditions differ materially from a condition indicated in the Contract.

11.2 Investigation. When the Owner receives the Contractor's written notice, the Owner will promptly investigate the condition. If the Owner determines that the condition materially differs from the Contract and will cause an increase or decrease in the Contract Price or time for Substantial Completion, the Owner will issue a Change Order to equitably adjust the Contract Price or time for Substantial Completion.

12. SUSPENSION OR TERMINATION OF WORK.

12.1 Owner's Termination for Contractor Default.

12.1.1 Basis for Termination. The Owner may declare the Contractor in default of the Contract if the Contractor:

- (1) Violates a term of the Contract;
- (2) Does not employ or use skilled workers on the Project or an adequate number of workers;
- (3) Does not timely pay its Subcontractors, workers or Suppliers;
- (4) Does not comply with laws, regulations, rules and orders applicable to the Work;
- (5) Disregards the Owner's or Engineer's authority under the Contract; or
- (6) Ceases to perform the Work at the Project site and does not resume the Work within ten Calendar Days after receiving written notice from the Owner to resume the Work.

12.1.2 Notice of Default. The Owner will give the Contractor and Surety notice of the default in writing citing the terms of the Contract that have been breached and what action the

Contractor must take to cure the default. If the Contractor fails to cure the default within 30 days of the Owner's notice, the Owner may, without prejudicing any other rights or remedies, provide a second written notice to the Surety and Contractor that terminates the Contract.

12.1.3. Contractor's Obligations Upon Receipt of Notice. Upon receipt of Owner's notice of termination of the Contract, the Contractor must:

- (1) Stop the Work;
- (2) Not remove any materials, equipment or supplies located at the Project site;
- (3) Not enter into any Subcontracts or place any further orders for Supplies or products for the Work;
- (4) Terminate all orders and Supplier and Subcontractor contracts that relate to the remainder of the Work or, as directed by Owner, assign to the Owner all the Contractor's rights and interest in Supplier and Subcontractor contracts;
- (5) Protect and preserve property related to the Work at the Project site; and
- (6) Perform safety measures to protect the Work already performed at the Project site.

12.1.4 Use of Materials and Equipment. The Owner, Surety, or the completing contractor of either the Owner or Surety, may use the materials, equipment and supplies located at the Project site to complete the Work, which will be reflected in the cost to complete the Work and for which the Contractor will not receive a credit to or reduction in the Contract Price.

12.1.5 Surety's Failure to Comply with Performance Bond. If the Surety fails to take any of the prescribed actions identified in the Performance Bond within 30 days of the Surety's receipt of the Owner's termination of the Contract, the Owner may complete the Work or contract with another contractor to complete the Work. The Owner will apply the remaining Contract balance to the Owner's entire cost to complete the Work, including liquidated damages, additional engineering fees, attorney's fees and all other expenses caused by Contractor's default. Labor performed by Owner's work forces will be calculated based on each employee's hourly wage plus the cost of benefits. If the Owner's entire cost to complete the Work exceeds the Contract balance, the Contractor and Surety must pay the Owner the entire difference between the cost to complete the Work and the remaining Contract balance. If the Owner's entire cost to complete the Work is less than the remaining Contract balance, the Owner will credit to the Contract the difference between the Contract balance and the cost to complete the Work.

12.2 Contractor's Termination or Suspension.

12.2.1 Owner's Default. The Contractor may declare the Owner in default if the Owner fails to pay the Contractor any amount due under an approved application for payment as required in the Contract. The declaration of default must be in writing and delivered to the Owner's City Manager at the address stated in the Contract Documents. If the Owner does not begin to cure the default within ten calendar days of receipt of the Contractor's written notice, the Contractor may suspend the Work until the Owner complies with the Contract or wholly abandon the Work and remove all machinery, tools and equipment from the Project site that have not been included in the Owner's payments to the Contractor.

12.2.2 Owner's Payment to Contractor. If the Contract is terminated under this Section 12.2, the Owner will pay the Contractor for the following, which is the limit of Owner's liability to Contractor:

- (1) All completed Work to the date of termination for which payment has not been made;
- (2) The Contractor's reasonable expenses incurred to perform the Work that cannot be utilized on the Project; and
- (3) Retainage held by the Owner.

12.2.3 Deductions from Payment to Contractor. The Owner may deduct from the payment any sums the Contractor owes the Owner under the Contract.

12.2.4 Suspension of Work. If the Contractor suspends the Work as allowed by this Section, the Owner will extend the time to achieve Substantial Completion by the number of calendar days or Working Days (depending on the type of Contract) that the Work was suspended.

12.3 Force Majeure. If the Work is suspended for more than 90 days because of Force Majeure the Contractor may terminate the Contract after providing at least ten days' advance written notice to the Owner. If the Contract is terminated under this Section 12.3, the Owner will pay the Contractor for:

- (1) All completed Work to the date of termination plus for which payment has not been made; and
- (2) Retainage held by the Owner.

The Owner may subtract from the payment any sums the Contractor owes the Owner under the Contract.

13. PAYMENTS TO CONTRACTOR.

13.1 Pay Applications.

13.1.1 Contractor's Submittal. By the 15th of each month the Contractor must submit to the Owner a pay application for Work performed in the preceding month. The Contractor must sign the pay application request and include with it:

- (1) The estimate for Work performed during the period covered by the pay application;
- (2) Supporting data, acceptable to the Owner, that shows the Owner's title to and Contractor's insurance for, the materials and equipment stored at or near the Project site that have not been incorporated into the Work;
- (3) The Contractor's updated progress schedules and payroll documents; and
- (4) Any other data requested by the Owner, which may include releases from Contractor's Subcontractors and Suppliers for which Contractor has previously received payment.

13.1.2 Owner's Response. Within ten days of receipt of the monthly pay application the Owner will:

- (1) Approve the pay application; or
- (2) Return the pay application to the Contractor with written reasons for refusing to approve payment.

13.1.3 Pay Application Corrections. If the pay application is not approved, the Contractor may correct the pay application and resubmit it to the Owner.

13.2 Retainage.

13.2.1 Contracts Less Than \$400,000. For Contracts with an original Contract Price less than \$400,000 the Owner will retain 10% of the amount of each payment until Final Completion. After 50% of the Work has been completed, the Contractor may request that the Retainage be reduced to 5% of each payment. If the Owner determines that the Work has been performed according to the Contract, the Owner will reduce the Retainage to 5% of each payment.

13.2.2 Contracts \$400,000 or More. For Contracts with an original Contract Price of \$400,000 or more, the Owner will retain 5% of the amount of each payment until Final Completion.

13.3 Withholding Payment. The Owner may withhold payments or part of a payment to the Contractor if the Owner receives written notice from the Surety, a Subcontractor, or a Supplier that the Contractor has not paid a Subcontractor for Work performed or a Supplier for material, equipment or supplies furnished for the Project. The provisions of this paragraph are for the sole benefit and protection of the Owner and do not obligate the Owner to withhold payment for the protection or benefit of third parties.

13.4 Final Payment. The Owner will issue the final payment within 30 days of:

- (1) Final Completion; and
- (2) The Contractor submitting to the Owner an executed Affidavit of Bills Paid showing that all Subcontractors and Suppliers have been paid.

The Owner's issuance of final payment does not release the Contractor or the Surety from any remaining obligations under this Contract. By accepting the final payment, the Contractor relinquishes any claims against the Owner arising out of the Contract and performance of the Work.

14. PERFORMANCE AND PAYMENT BONDS.

14.1 Performance Bond and Payment Bond. The Contractor must maintain a Performance Bond and Payment Bond meeting the requirements of this Contract in effect for the duration required by this Contract.

14.2 Furnishing Information. The Contractor must furnish information to the Subcontractors and Suppliers as required by Chapter 2253, Tex. Gov. Code.

15. ASSIGNMENT. The Contractor may not assign, sell, transfer, or otherwise dispose of this Contract or any part of this Contract without the Owner's prior written consent.

16. MULTIPLE CONTRACTS. The Owner may award other contracts in connection with this Project. The Owner will notify the Contractor at the pre-bid meeting if the Owner has awarded or intends to award separate contracts as part of the Project. The Contractor must coordinate the Work with the work of the other contractors, allow reasonable storage of contractors' materials at the Project site, and connect any part of the Work that must be connected to the other contractors' work. If the Work depends on other contractors' work, the Contractor must promptly report any defects in the other contractor's work that render the Project unsuitable.

17. SUBCONTRACTS. The Contractor may use a Subcontractor to perform specialized parts of the Work, but may not award work to Subcontractors, the total value of which exceeds 50% of the Contract Price, without the Owner's prior written approval.

18. ENGINEER'S AUTHORITY. If an Engineer is listed in this Contract, the Engineer will assist the Owner during construction of the Project by providing the Owner with an opinion on the quality and acceptability of materials, equipment and supplies furnished and Work performed. The Engineer may visit the Project site and determine if the Work is proceeding as required by this Contract.

19. LAND AND PROPERTY INTERESTS. Unless another Contract Document provides otherwise, the Owner will obtain title to all the land and all property interests, including easements and rights-of-way, needed for the Project, and will provide the Contractor with descriptions or maps of the same. The Contractor must provide, at its sole cost, any land needed for temporary construction facilities or storage of materials and equipment.

20. WARRANTY.

20.1 Warranty. The Contractor warrants that for a period of one year (measured from Date of Substantial Completion or from the Date of Final Completion for Punch List items, whichever date is later) the:

- (1) Project will be free from faulty or poor quality workmanship;
- (2) Materials will not be substandard, faulty, or of poor quality; and
- (3) All parts of the Project will meet the appearance, quality and performance that applied when the Warranty period began.

20.2 Notice. The Owner will promptly notify the Contractor in writing if the Owner observes any part of the Work that does not meet the requirements of 20.1 (1)-(3) above (Nonconforming Work) during the applicable one-year warranty period. The Contractor must promptly correct the part of the Nonconforming Work. If the Contractor does not correct the Nonconforming Work within 30 days of receiving the Owner's written notice, the Owner may seek any remedies provided by law, or correct the Nonconforming Work and charge the Contractor the Owner's actual cost of correcting the Nonconforming Work. If the Owner corrects the Nonconforming Work, the Contractor must pay the Owner's cost within 30 days of receipt of an invoice from the Owner. The Contractor's warranty obligations survive termination of the Contract.

21. TAXES.

21.1 Payment of Taxes. The Contractor must pay all taxes that apply to the Work. The Owner is a tax exempt entity under Section 151.309, Texas Tax Code. The Owner will provide the Contractor with a copy of the Owner's tax exempt certificate for purchases that are exempt from payment of a sales tax.

22. UNIT PRICES. If any of the Work is paid on a unit price basis, the Owner will pay the Contractor based on the actual quantities of Work performed or materials furnished. The Owner will not pay the Contractor for any damages, lost profits, or any other losses or claims based on the difference between the estimated quantities shown in the Invitation to Bid and the actual quantities of Work performed or materials furnished.

23. RECORD DRAWINGS. During the progress of the Work the Contractor must keep one set of prints marked to show the final location, final grades, sizes and types of the various facilities, equipment, piping, valves, instruments and other major items of the Work. The Contractor must furnish to the Owner this set of prints, along with a complete set of "record drawings" that show the Project, as constructed, before the Owner releases the final payment to the Contractor.

24. NOTICE. All notices will be in writing and may be delivered by mail, in person, or by facsimile. Mailed notice is deemed received three days after the date of deposit in the United States mail. All notices will be delivered to the following addresses:

To the Contractor: Contractor's Address Shown in the Bid Submittal Form

To the City: City Engineer
City of Sugar Land
2700 Town Center Blvd. N.
Sugar Land, Texas 77479

25. DISPUTE RESOLUTION PROCEDURES. If the Owner or Contractor disputes any matter relating to this Contract, the parties will, in good faith, before bringing any legal action, try to settle the dispute by submitting the matter to mediation before a third party selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

26. COMPLIANCE WITH LAWS.

26.1 Compliance with Laws. The Contractor must comply with all laws, ordinances, rules, and regulations that apply to the Work and Project. The Contractor, also, must comply with the following, whether or not applicable by other law, ordinance, rule or regulation:

- (1) Texas Department of Highways and Public Transportation—Texas Manual on Uniform Traffic Control Devices for Streets and Highways (for street, bridge and drainage projects);
- (2) U.S. Department of Labor Occupational Safety and Health Administration—Safety and Health Regulations for Construction—Excavation, 29 CFR 1926, Subpart P, as amended;
- (3) The City of Sugar Land Stormwater Management Program, the Texas Commission on Environmental Quality's Texas Pollutant Discharge Elimination System (TPDES) regulatory and permit requirements, and all other laws and regulations related to storm water;

(4) The City of Sugar Land Design Standards; and

(5) Environmental Laws.

26.2 Hazardous Substances. If the Contractor encounters what it believes to be a Hazardous Substance on the Project site or that may affect the Work, the Contractor must stop work in the area immediately and report the condition to the Owner and Engineer in writing and may not resume the Work until the Owner provides written notice to the Contractor to do so.

PERFORMANCE BOND
(Civil Engineering Construction Projects)
(Rev. 11-2-09)

Bond No. _____

Name of Surety: _____

Name of Contractor as Principal: _____

Name of Owner as Oblige: City of Sugar Land, Texas

Name of Project: _____

CIP Project No. _____

Date of Contract: _____
(Not before Bond execution date)

Bond Amount (Contract Price):\$_____

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Performance Bond.

AGREEMENT:

The Surety and Contractor enter into this Performance Bond and bind themselves in favor of the Owner in the Bond Amount shown above. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. **CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Performance Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
2. **DURATION OF BOND OBLIGATION.** This Performance Bond is conditioned on the faithful performance of the Work in accordance with the Contract and remains in effect until the Contractor performs all its obligations under the Contract and this Performance Bond, including the warranty period expressed in the Contract.
3. **NOTICE OF CONTRACTOR'S DEFAULT.** If the Surety receives written notice from the Owner (sent by certified or registered mail to the Surety's Registered Agent at the address identified in this Performance Bond) of the Contractor's default and failure to cure the default, the Surety will notify the Owner in writing within ten days of receipt of the notice which action it will take under Paragraph 4 of this Performance Bond.
4. **SURETY'S OBLIGATION UPON CONTRACTOR DEFAULT.** Upon the Surety's receipt of Owner's written notice of the Contractor's default and failure to cure the default,

the Surety must begin to remedy the default within 30 days by taking one of the following actions:

- (a) **Proceed itself.** Complete performance of the Contract, including correction of defective and nonconforming Work, through its own contractor(s), which are acceptable to the Owner, and make payments directly to the contractor(s) from the Surety's funds. During performance of the Contract the Surety will be paid only those sums that are due and payable under the Contract.
- (b) **Tender a completing contractor acceptable to Owner.** Tender to the Owner a contractor acceptable to the Owner together with a contract for Owner's execution to fulfill and complete the Contract, including all corrective work, warranties and bonds required under the Contract. An acceptable contractor is one that is qualified to offer a bid or proposal on the Contract and is not affiliated with the Contractor.

The completing contractor must furnish to the Owner a separate performance bond and payment bond, each in the form of those bonds previously furnished by the Contractor for the Contract. Each such bond must be in the penal sum of the total cost to complete the Contract and correct defective, nonconforming Work.

The completing contractor will be paid only those sums as would have been due and payable to the Contractor. If the Owner must pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can use those sums to timely pay the completing contractor. The Surety's liability, however, will not exceed the Full Penal Sum of this Performance Bond.

- (c) **Tender the full penal sum.** Tender to the Owner the Full Penal Sum of this Performance Bond. After the expiration of the warranties under the Contract, the Owner will refund to the Surety, without interest, any unused portion not spent by the Owner to procure and pay a completing contractor or to complete the construction contract itself.
- (d) **Other acts.** Take any other acts the Owner and Surety mutually agree upon in writing.
- (e) **Failure to take action.** The Surety waives its right to take any of the above actions and to receive payment of the Contract balance if it does not begin work or tender a new completing contractor, as set forth above, within 30 days of the Surety's receipt of written notice that the Contractor has defaulted and not cured the default as required by the Contract.

5. SURETY'S ADDITIONAL OBLIGATIONS. In addition to its other obligations in this Performance Bond, the Surety must promptly pay the Owner all losses, costs, and expenses resulting from the:

- (a) Contractor's default(s), including, without limitation, liquidated damages under the Contract, and all fees, expenses and costs of procuring another contractor and for architects, engineers, consultants, testing, surveying and attorneys; and
- (b) Acts or omissions of the Surety; and

(c) Owner's compliance with the Surety's directions or requests.

6. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the Substantial Completion Date, the amount of liquidated damages, or the Work to be performed. The Surety is held to have knowledge of all acts or omissions of the Contractor in matters pertaining to the Contract. Furthermore, the Surety relieves the Owner from exercising diligence in securing the Contractor's compliance with the Contract.
7. **GOVERNING LAW AND VENUE.** Texas law governs this Performance Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.
8. **INCORPORATION OF STATUTE.** This Performance Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Performance Bond shall be determined in accordance with that Chapter.
9. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor:

BBD Contractors, Inc.
(Typed Firm Name)

(Seal)

By: [Signature]
(Signature—Attorney in Fact)

William H. Thorn II
(Printed Name)

President
(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

Surety:

(Typed Firm Name)

(Seal)

By: _____
(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

PAYMENT BOND
(Civil Engineering Construction Projects)
(Rev. 11-2-09)

Bond No. _____

Name of Surety: _____

Name of Contractor, as Principal: _____

Name of Owner, as Obligee: City of Sugar Land, Texas

Name of Project: _____

CIP Project No. _____

Date of Contract: _____
(Not before Bond execution date)

Bond Amount (Contract Price):\$ _____

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Payment Bond.

AGREEMENT:

The Surety and Contractor enter into this Payment Bond and bind themselves in favor of the Owner. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. **CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Payment Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
2. **PAYMENT BOND BENEFICIARIES.** This Payment Bond is solely for the protection and use of the Payment Bond beneficiaries pursuant to Chapter 2253, Tex. Gov't Code.
3. **DURATION OF BOND OBLIGATION.** This Payment Bond remains in effect until the Contractor pays all the Payment Bond beneficiaries as required by Chapter 2253, Tex. Gov't Code and the Contract.
4. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Substantial Completion Date, the Contract Price, the amount of liquidated damages, or the Work to be performed.
5. **GOVERNING LAW AND VENUE.** Texas law governs this Payment Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.

6. INCORPORATION OF STATUTE. This Payment Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Payment Bond shall be determined in accordance with that Chapter.

7. SURETY REPRESENTATIONS. The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor:

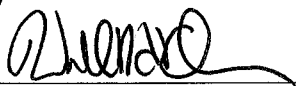
Surety:

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By: 
(Signature—Attorney in Fact)

By: _____
(Signature—Attorney in Fact)

William H. Thornett
(Printed Name)

(Printed Name)

President
(Title)

(Title)

(Physical Address)

(Physical Address)

(Mailing Address)

(Mailing Address)

(Telephone No. with Area Code)

(Telephone No. with Area Code)

(Date of Execution)

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

"General Decision Number: TX20260034 01/02/2026

Superseded General Decision Number: TX20250034

State: Texas

Construction Type: Heavy

Counties: Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller and Wharton Counties in Texas.

FLOOD CONTROL PROJECTS ONLY, (Does not Include any Water & Sewer Line work; Sewage Collection and Disposal Lines; Sewers (Sanitary Storm, etc.), or Shoreline Maintenance Water Mains and Water Supply Lines).

Modification Number	Publication Date
0	01/02/2026

SUTX1998-009 03/26/1998

The following rates were revised pursuant to 29 CFR 1.6(c)(1) on 02/07/2025.

	Rates	Fringes
ASPHALT DISTRIBUTOR.....	\$ 19.87	
Asphalt Paving Machine.....	\$ 21.09	
Asphalt Raker.....	\$ 17.38	
Asphalt Shoveler.....	\$ 15.63	
Batching Plant Weigher.....	\$ 23.31	
Broom or Sweeper Operator.....	\$ 16.81	
Bulldozer.....	\$ 20.80	
CARPENTER.....	\$ 21.72	
Concrete Curbing Mach.....	\$ 18.47	
Concrete Finisher-Paving.....	\$ 20.71	
Concrete Finisher-Structures.....	\$ 20.69	
Concrete Finishing Machine.....	\$ 24.74	
Concrete Joint Sealer.....	\$ 22.03	
Concrete Paving Float.....	\$ 19.52	
Concrete Paving Saw.....	\$ 21.01	
Concrete Paving Spreader.....	\$ 19.56	
Concrete Rubber.....	\$ 18.89	
Crane, Clamshell, Backhoe,		

Derrick, Dragline, Shovel.....	\$ 23.82
Crusher or Screening Plant Operator.....	\$ 23.08
ELECTRICIAN.....	\$ 33.89
Flagger.....	\$ 15.21
Form Builder (Structures).....	\$ 20.90
Form Liner - Paving & Curb.....	\$ 18.95
Form Setter (PAVING/CURB).....	\$ 18.59
Form Setter-Structures.....	\$ 18.99
Foundation Drill Operator, Crawler Mounted.....	\$ 26.42
Foundation Drill Operator, Truck Mounted.....	\$ 26.71
Front End Loader.....	\$ 19.50
Labor Common.....	\$ 15.63
Laborer-Utility.....	\$ 17.90
Lineperson.....	\$ 15.74
MANHOLE BUILDER (Brick).....	\$ 17.82
MECHANIC (Undefined).....	\$ 23.88
Milling Machine Operator.....	\$ 21.89
Mixer.....	\$ 16.66
Motor Grader	
FINE GRADE.....	\$ 23.31
Other.....	\$ 22.39
Oiler.....	\$ 20.06
Painter-Structures.....	\$ 29.38
Pavement Marking Machine.....	\$ 15.63
Piledriver.....	\$ 23.00
Pipe layer.....	\$ 17.82
Reinforcing Steel Setter Paving.....	\$ 26.23
Reinforcing Steel Setter Structures.....	\$ 26.17
Roller, Pneumatic, Self Propelled.....	\$ 16.70
Roller, Steel Wheel Other Flatwheel or Tamping.....	\$ 15.97

Roller, Steel Wheel Plant Mix Pavements.....	\$ 19.41
Scraper.....	\$ 18.24
Servicer.....	\$ 19.96
SIGN ERECTOR.....	\$ 21.11
Sign Installer.....	\$ 15.63
Slipform Machine Operator.....	\$ 19.31
Spreader Box Operator.....	\$ 19.05
Steelworker Structural.....	\$ 21.72
Tractor-Crawler Type.....	\$ 21.24
Tractor-Pneumatic.....	\$ 18.87
Traveling Mixer.....	\$ 19.62
Trenching Machine, Heavy.....	\$ 28.46
Trenching Machine, Light.....	\$ 22.03
Truck Driver Lowboy Float.....	\$ 23.69
Truck Driver Single Axle Heavy...	\$ 18.38
Truck Driver Single Axle, Light.....	\$ 17.10
Truck Driver Tandem Axle Semi-Trailer.....	\$ 16.79
Wagon Drill, Boring Machine.....	\$ 21.30
WELDER.....	\$ 21.89
Work Zone Barricade.....	\$ 15.63

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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WORKERS' COMPENSATION INSURANCE COVERAGE ADDENDUM

(To be included in all Building and Civil Engineering Construction Projects)

(Rev. 11-2-09)

These reporting requirements for Workers' Compensation Coverage are mandated by Section 406.096, Texas Labor Code, and the Texas Workers' Compensation Commission Rule, 28 TAC Sec. 110.110, and apply to all building or construction projects for the City of Sugar Land.

1. Definitions:

Certificate of coverage ("certificate") means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on the Project, for the duration of the Project.

Duration of the Project means the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the City.

Persons providing services on the Project ("subcontractor" in the Texas Labor Code §406.096) means all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, section 401.011(44), for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the Project, and provide to the City:

- (a) a certificate of coverage, prior to that person beginning work on the Project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

7. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

8. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

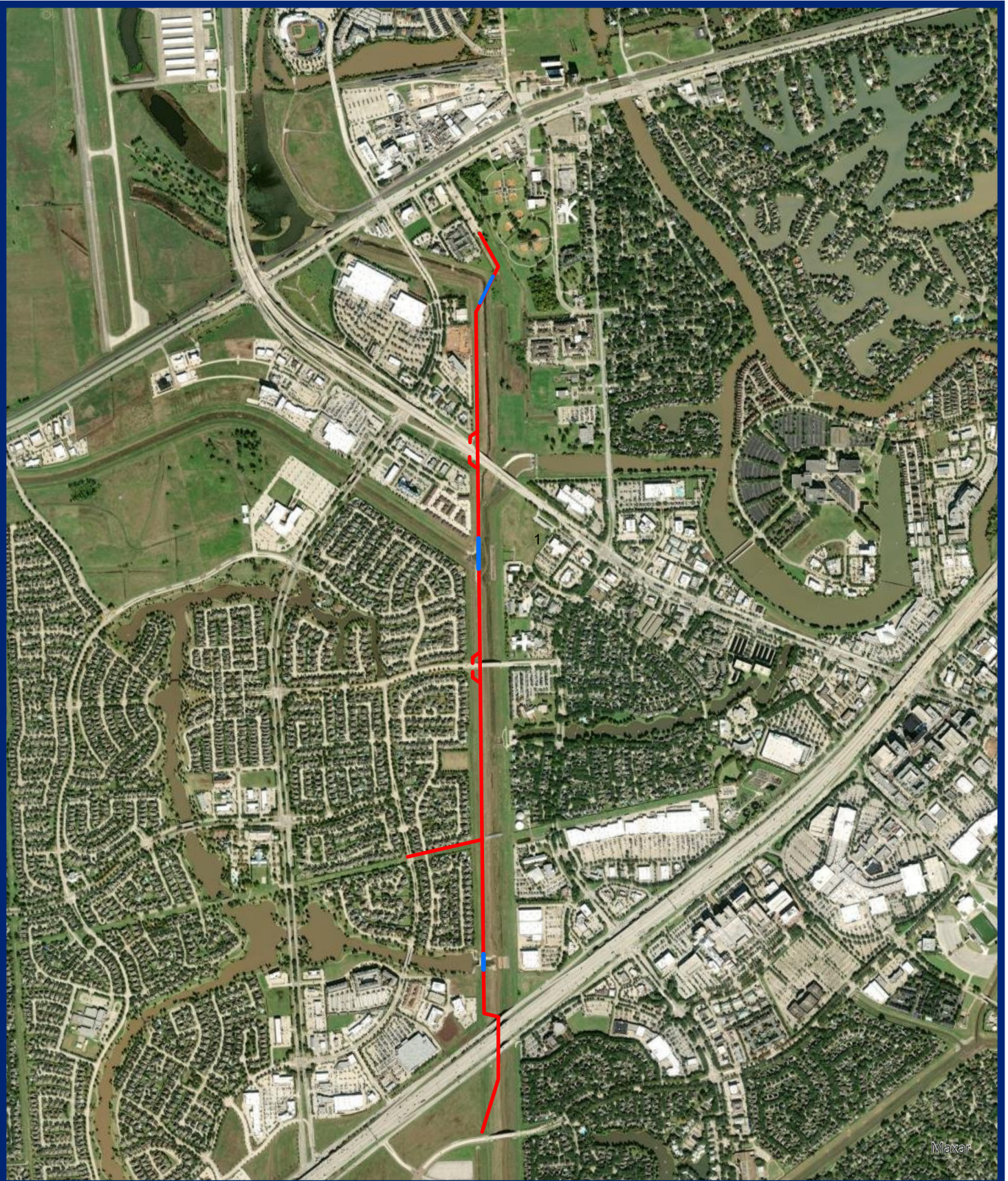
9. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the Project, for the duration of the Project;
- (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (d) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (e) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll

amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

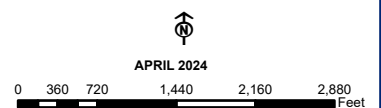
11. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.



CPK1702 DITCH H TRAIL

Legend

- City Limits
- Bridge Crossing
- Trail Route



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 you require more detailed information, contact the GIS Department Information Technology at 281-437-2079.



City Council Agenda Request

July 21, 2026

Agenda Request No: IX.B.

Agenda of: City Council Meeting

Initiated by: Christian Eubanks, Environmental Manager

Presented by: Christian Eubanks, Environmental Manager

Responsible Department: Utilities

Agenda Caption:

SOLID WASTE CONTRACT AMENDMENT WITH REPUBLIC SERVICES

Consideration of and action on the amendment to the solid waste contract with Republic Services.

Recommended Action:

Approve amendments to Republic Services Contract for Solid Waste services.

Executive Summary:

The City's solid waste services are provided through a 10-year Exclusive Solid Waste and Recycling Franchise Agreement with Republic Services, which was awarded following a competitive procurement process in 2022. The agreement was developed based on recommendations from the City's Solid Waste Task Force, a 17-member resident advisory group that evaluated future service needs through public surveys and community engagement efforts. The contract provides residential garbage, recycling, green waste, and bulky waste collection services and supports the City's goals of providing reliable, cost-effective, and environmentally responsible waste management services.

The City of Sugar Land is updating its residential green waste collection requirements in response to a shift to a more local composting facility, driven by market impacts and changes in green waste composition. To ensure compatibility with the new facility's processing standards, green waste must now be collected in certified compostable bags or personal reusable containers rather than the current clear bags. In preparation for this transition, the City conducted a Solid Waste Pulse Survey in May 2025 to gauge resident sentiment on solid waste services, including the proposed shift to compostable bags. Results indicated support for the change, with a majority of respondents in support of the transition to compostable bags or reusable containers. This change will not impact the pick-up frequency, volume allowances or solid waste fees to the resident.

The contract amendment with Republic Services formally establishes this requirement, requiring the use of certified compostable bags or personal reusable containers in place of clear bags. Collecting green waste in these materials allows it to be transported directly to the composting facility ready to immediately be processed, reducing contamination and supporting the City's environmental and waste diversion goals.

The transition of this program will include an education campaign that will take place following the approval of the contract and ordinance including social media, blog posts, flyers, and attendance at HOA and community meetings. This will take place over the remainder of 2026, with full implementation beginning in January 2027. Republic and staff will be coordinating a 90 day grace-period beginning in October 2026 prior to full implementation in January.

Green waste program amendments were presented to City Council at the Spring retreat in March 2026 with support from the Council. Additionally, this time was reviewed with City Council Finance and Audit Committee on June 11.

Additional amendment terms provide clarification and formalization of previous changes including bulky waste program, requirements for all vehicles to utilize on-board cameras and GPS for performance verifications, Track My Truck program, residential landfill access, the annual modification of rates requirements and liquidated damages.

The Utilities Department recommends that the City Council approve the amendments to the solid waste services contract with Republic Services.

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. Signed Solid Waste Contract Amendment

**AMENDMENT NO. 1
TO THE EXCLUSIVE FRANCHISE AND CONTRACT BETWEEN THE CITY OF
SUGAR LAND AND BFI WASTE SERVICES OF TEXAS, LP D/B/A REPUBLIC
SERVICES OF HOUSTON**

This Amendment No. 1 to the Exclusive Franchise and Contract for Residential, Commercial, and Industrial Solid Waste Collection, Transportation, Processing, and Disposal Services Contract ("Exclusive Franchise and Contract") is entered into between the CITY OF SUGAR LAND ("City") and BFI WASTE SERVICES OF TEXAS, LP D/B/A REPUBLIC SERVICES OF HOUSTON ("Contractor").

RECITALS:

WHEREAS, on or about September 6, 2022, the City and Contractor entered into the Exclusive Franchise and Contract (the "Contract"), whereby the City granted to Contractor an exclusive solid waste franchise to operate motor vehicles upon the public streets of the City of Sugar Land for the purpose of providing residential, commercial and industrial solid waste collection, transportation, processing, and disposal services for and within the City, including demolition debris and recyclables; and

WHEREAS, the City and the Contractor now have identified the need to amend the Contract to address green waste, construction and demolition debris, bulky waste, and various other Contract provisions; and

WHEREAS, the City and the Contractor desire to amend the Exclusive Franchise and Contract to make all needed amendments; NOW THEREFORE,

AGREEMENT:

In consideration of the covenants of each, the City and the Contractor agree to amend the Exclusive Franchise and Contract as follows:

1. Article I. Definitions, is amended to add the following definition:

Soft Green Waste – a subset of Green Waste that specifically includes grass clippings, leaves, small tree and hedge trimmings. Green Waste includes Soft Green Waste.

Certified Compostable Bag – compostable bag that is transparent and has an ASTM D6400 and/or BPI certification.

Personal Reusable Container - a reusable, non-disposable receptacle owned by the customer and used for the placement of Green Waste curbside for Collection. Personal Reusable Containers shall be of sufficient weight and construction to remain stable and stationary under ordinary wind conditions when empty. Each Personal Reusable Container and its contents shall not exceed forty (40) pounds in

total weight and shall be manageable by a single Contractor employee. Each Personal Reusable Container shall be clearly labeled as Green Waste.

2. Article II. Grant of Contract, Section A. Grant of contract and Franchise, Subsection 2, is amended to read as follows:

2. The sole and exclusive franchise, license and privilege to collect Waste, Construction and Demolition Debris, and Recyclables during the Term of this contract from all City Facilities.

3. Article III. Residential Service and Collection Specifications, Section A. Collection Rate, Schedule, Hours, and Collection Frequency – Residential Units, Subsection 8 is amended to read as follows:

8. Collection of Bulky Waste shall be provided once a month, on a scheduled Residential Waste Collection Day

4. Article III. Residential Service and Collection Specifications, Section G. Bulky Waste, is amended to read as follows:

1. Bulky Waste shall be collected once per month from each Residential Unit, except for the Holiday Schedule as provided in this Contract.

2. Contractor shall collect all items placed at the curb up to 5 cubic yards that are in compliance with City ordinance on the first pass by the home.

5. Article III. Residential Service and Collection Specifications, Section J. Green Waste, is amended to read as follows:

1. Green Waste shall be collected once per week.

2. Green Waste Collection shall occur on one of the MSW Collection days.

3. Residential Units shall be encouraged to separate and set out Green Waste, but neither the City nor the Contractor shall mandate participation in the Green Waste program.

4. Contractor shall collect on the first pass by the Residential Unit all Green Waste items in an amount up to ten (10) cubic yards that are placed at the curb.

5. Soft Green Waste must be contained in either a Certified Compostable Bag(s) or in a Personal Reusable Container(s).

a. If a Personal Reusable Container is used it must be clearly labeled as Green Waste.

- b. The use of plastic bags for Green Waste is prohibited.
- 6. Small brush and limbs must be bundled & tied with compostable cord or string (not wire), under 4ft in length, and weigh less than 40 lbs.
- 7. Contractor shall not collect Garbage or contaminated Green Waste with a Green Waste Collection Vehicle.
- 8. Contractor shall only deliver Green Waste to LetCo composting facility and/or any other composting facility approved by the City.
- 9. Contractor shall not dispose of any Green Waste load that has been rejected by a composting facility without prior notification to the City. In the event that Green Waste is rejected by a composting facility due to contamination, either the Contractor or the City may request a meeting with the other party within three (3) business days to review the cause of contamination, discuss responsibility for any associated costs, and identify corrective measures to prevent future occurrences.
- 10. During any period of consecutive weeks in which Green Waste collection volumes exceed three hundred (300) tons per week, Contractor may utilize Wednesdays and Saturdays as supplemental Green Waste collection days for the duration of such period to manage excess volume and maintain service levels.
- 11. Contractor shall provide Collection for holiday trees for a period specified by the City.

6. Article X. Collection Vehicles and Equipment, Section A. Collection Vehicles and Equipment, Subsection 14. is amended to read as follows:

Contractor shall provide its Vehicles with on-board cameras which shall make recordings of the Collections during each Vehicle's Collection route. Contractor shall provide the City's Environmental Manager or designee with access to Contractor's saved video recording of the Collections as needed to verify performance standards or to resolve service complaints. By January 1, 2026, all vehicles shall be equipped with on-board cameras.

7. Article XI. Resident Landfill Access, is amended to read as follows:

The Contractor will provide residents of the City access to the Contractor's disposal site - Blue Ridge Landfill located at 2200 FM 521 Road, Fresno, Texas 77545, Mondays through Saturdays within a specified timeframe agreed on by both the Contractor and the City for the purpose of disposing of residential MSW. In the event that the specific timeframe for resident access needs to be changed or adjusted the Contractor will notify the City. Each resident will be allowed free access for disposal of up to three (3) cubic yards (or the bed of a pickup truck) of MSW one

time each calendar month. Each resident shall be required to present a valid driver's license and water bill to gain access to the disposal site. No resident shall be authorized to use this privilege for disposal of non-residential MSW, Commercial Waste and/or Industrial Waste.

8. Article XXIII. Basis and Method of Payment, Section B, Subsection 3 is amended to read as follows:

3. Each year thereafter on or before May 1st during this Contract, the Contractor may petition and provide the City with appropriate detail and supporting documents to the City for an adjustment to the rates as a result of increases in costs incurred by Contractor due to: (a) any third party or municipal hauling company or disposal or recycling or composting facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure event. The City may approve or reject Contractor's petition subject to City's sole discretion.

9. Article XXIV. Customer Service, Section H is amended to read as follows:

H. Contractor shall maintain and operate real-time GPS tracking systems with the capability of locating Contractor's Collection Vehicles in real time. Contractor shall provide the City's Environmental Manager and his/her designees, with real-time access to Contractor's GPS tracking systems and to the saved GPS tracking data.

10. Article XXIV. Customer Service, Section I is amended to read as follows:

I. Contractor shall provide Customers access to "Track My Truck" applications on Contractor's website and mobile application which allows Customers to see: (a) the location of the Collection Vehicle scheduled to service the Customer; and (b) the status of service of Customer's Residential Unit, Commercial Unit or Industrial Unit. This feature will be available to Customers in connection with Residential Units, by December 31, 2025.

11. Article XXIII. Monitoring and Liquidated Damages, Section B.3(c) is deleted.

12. Article XXIII. Monitoring and Liquidated Damages, Section B.3(f) is deleted.

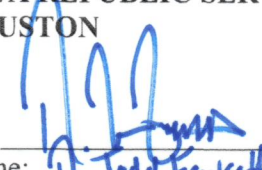
13. All other provisions of the Exclusive Franchise and Contract remain in full force and effect.

14. This Amendment No. 1 to Exclusive Franchise and Contract between the City of Sugar Land and BFI Waste Services of Texas, LP d/b/a Republic Services of Houston is effective as of the latest of the dates signed by the parties hereto and terminates when the Exclusive Franchise and Contract terminates.

CITY OF SUGAR LAND

By: _____
Name: Michael W. Goodrum
Its: City Manager
Date: _____

**BFI WASTE SERVICES OF TEXAS, LP
D/B/A REPUBLIC SERVICES OF
HOUSTON**

By:  _____
Name: Todd Fawcett
Its: General Manager
Date: 5/20/26

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



City Council Agenda Request

July 21, 2026

Agenda Request No: X.A.

Agenda of: City Council Meeting

Initiated by: Christian Eubanks, Environmental Manager

Presented by: Christian Eubanks, Environmental Manager

Responsible Department: Utilities

Agenda Caption:

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2406**: AN ORDINANCE OF THE CITY COUNCIL OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CERTAIN PROVISIONS IN CHAPTER 3, ARTICLE IX (SOLID WASTE, RECYCLABLE MATERIALS AND VEGETATION), AND CHAPTER 4, ARTICLE V (COMMERCIAL SOLID WASTE, LIQUID WASTE, AND RECYCLABLE MATERIALS OPERATORS), AND OTHER MATTERS RELATED THERETO.

Recommended Action:

Approve on first reading Ordinance No. 2402, which amends the Code of Ordinances by amending certain provisions in Chapter 3, Article IX (Solid Waste, Recyclable Materials and Vegetation), and Chapter 4, Article V (Commercial Solid Waste, Liquid Waste, and Recyclable Materials Operators).

Executive Summary:

The City's solid waste services are provided through a 10-year Exclusive Solid Waste and Recycling Franchise Agreement with Republic Services, which was awarded following a competitive procurement process in 2022. The agreement was developed based on recommendations from the City's Solid Waste Task Force, a 17-member resident advisory group that evaluated future service needs through public surveys and community engagement efforts. The contract provides residential garbage, recycling, green waste, and bulky waste collection services and supports the City's goals of providing reliable, cost-effective, and environmentally responsible waste management services.

The City of Sugar Land is updating its residential green waste collection requirements in response to a shift to a more local composting facility, driven by market impacts and changes in green waste composition. To ensure compatibility with the new facility's processing standards, green waste must now be collected in certified compostable bags or approved reusable containers rather than the current clear bags. In preparation for this transition, the City conducted a Solid

Waste Pulse Survey in May 2025 to gauge resident sentiment on solid waste services, including the proposed shift to compostable bags. Results indicated support for the change, with a majority of respondents in support of the transition to compostable bags or reusable containers. This change will not impact the pick-up frequency, volume allowances or solid waste fees to the resident.

Ordinance No. 2406 formally establishes this requirement, requiring the use of certified compostable bags or approved reusable containers in place of clear bags. Collecting green waste in these materials allows it to be transported directly to the composting facility ready to immediately be processed, reducing contamination and supporting the City's environmental and waste diversion goals.

Ordinance No. 2406 also amends the City's solid waste ordinance to formally grant Republic Services exclusive rights to solid waste collection throughout the City. This exclusivity extends to all collection activities, including temporary construction and demolition projects. This update aligns the City's regulations with its existing contract with Republic Services, providing clarity and consistency. This change also simplifies enforcement and supports more accurate franchise fee collection. The amendment does not modify the negotiated franchise fee percentages or collection rates established under the contract. Staff will coordinate outreach to affected operators and update City information resources to support implementation of the revised requirements.

The transition of both of these programs will include an education campaign that will take place following the approval of the ordinance changes including social media and blog posts, and attendance at HOA and community meetings. This will take place over the remainder of 2026, with full implementation beginning in January 2027. For the green waste program changes, Republic and City staff will be coordinating a 90 day grace-period beginning in October 2026 prior to full implementation in January.

Both of these solid waste program amendments were presented to City Council at the Spring retreat in March 2026 with support from the Council. Additionally, the items were reviewed with City Council Finance and Audit Committee on June 11.

The Utilities Department recommends that the City Council approve the first reading of Ordinance No. 2406.

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. Solid Waste Ordinance Amendment No. 2406

ORDINANCE NO. 2406

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CERTAIN PROVISIONS IN CHAPTER 3, ARTICLE IX (SOLID WASTE, RECYCLABLE MATERIALS AND VEGETATION), AND CHAPTER 4, ARTICLE V (COMMERCIAL SOLID WASTE, LIQUID WASTE, AND RECYCLABLE MATERIALS OPERATORS), AND OTHER MATTERS RELATED THERETO.

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

Section 1. That Chapter 3, Article IX, Division 1, Section 3-148, Definitions, of the Code of Ordinances is revised to delete the definition for temporary construction and demolition waste.

Section 2. That Chapter 3, Article IX, Division 1, Section 3-148, Definitions, of the Code of Ordinances is revised to add definitions for certified compostable bag and personal reusable container as follows:

Certified Compostable Bag means a compostable bag that is transparent and has an ASTM D6400 and/or BPI certification.

Personal Reusable Container means a reusable, non-disposable receptacle owned by the customer and used for the placement of green waste curbside for collection. Personal reusable containers shall be of sufficient weight and construction to remain stable and stationary under ordinary wind conditions when empty. Each personal reusable container and its contents shall not exceed forty (40) pounds in total weight and shall be manageable by a single employee of the City's contractor for such services. Each personal reusable container shall be clearly labeled as green waste.

Section 3. That Chapter 3, Article IX, Division 2, Section 3-156, Requirements for collection, Subsection (a)(11) is deleted.

Section 4. That Chapter 3, Article IX, Division 2, Section 3-156, Requirements for collection, existing Subsection (a)(12) is renumbered as (a)(11) and amended to read as follows:

- (11) Customers must place soft green waste in certified compostable bag(s) or in a Personal reusable container(s).
 - a. If a Personal Reusable Container is used it must be clearly labeled as Green Waste.
 - b. The use of plastic bags for Green Waste is prohibited.

Section 5. That Chapter 3, Article IX, Division 2, Section 3-156, Requirements for collection, amended to add a new Subsection (a)(12) that reads as follows:

(12) Small brush and limbs must be bundled & tied with compostable cord or string (not wire), under 4ft in length, and weigh less than 40lbs.

Section 6. That Chapter 3, Article IX, Division 2, Section 3-156, Requirements for collection, existing Subsections (a)(13), (a)(14), (a)(15), and (a)(16) are renumbered as Subsections (a)(14), (a)(15), (a)(16), and (a)(17).

Section 7. That Chapter 3, Article IX is amended to add a new Division 6, Construction and demolition, to read as follows:

Sec. 3-168. Construction and demolition. Any project that requires outside services for collecting, transporting, or disposing of construction and demolition waste must use the City's exclusive franchisee.

Section 8. That Chapter 4, Article V, Division 1, Section 4-67, License required, is amended to read as follows:

Sec. 4-67. - License required.

- (a) Liquid waste operators collecting, transporting, or disposing of liquid waste within the city's corporate limits for compensation must obtain a license from the city under this article.
- (b) Recyclable materials operators collecting, transporting, or disposing of recyclable material from commercial property within the city's corporate limits for compensation must obtain a license from the city under this article.
- (c) Notwithstanding the provisions in subsection 4-72(b) of this Code, the license is valid for a term of one year, unless earlier revoked, for:
 - (1) Recyclable materials operators; and
 - (2) Liquid waste operators.

Section 9. That Chapter 4, Article V, Division 2, Section 4-70, Regulations, is amended to read as follows:

Sec. 4-70. - Regulations.

- (a) The City's exclusive franchisee must keep for two consecutive calendar years all scale house tickets, receipts, invoices, manifests, and other documents evidencing the collection within the city of commercial solid waste and the facility where the commercial solid waste was delivered.

- (b) The City's exclusive franchisee will provide reports to the City in accordance with the schedule stated in its contract with the City.

Section 10. That Chapter 4, Article V, Division 2, Section 4-71, Solid waste license fee, is amended to read as follows

Sec. 4-71. – Solid waste license fee. The City's exclusive franchisee shall pay fees in accordance with the terms stated in its contract with the city.

Section 11. That Chapter 4, Article V, Division 2, Section 4-72, Offense, is amended to read as follows;

Sec. 4-72. - Offense

- (a) It is unlawful for any person, other than the city, to operate or cause any other person to operate, a motor vehicle upon a public street in the city for the purpose of collecting, transporting, or disposing of commercial solid waste within the city's corporate limits for compensation unless the person that owns or controls the motor vehicle is the City's exclusive franchisee or has a valid license as of July 7, 2026.
- (b) A commercial solid waste operator's license issued by the city to anyone other than the city's exclusive franchisee is valid until December 31, 2026.

Section 12. That Chapter 4, Article V, Division 4, Section 4-78, Liquid waste license fee, subsection (a) is amended to read as follows;

Sec. 4-78. - Liquid waste license fee.

- (a) Each liquid waste operator that has been granted a license under this article must pay a license fee equal to ten percent of the operator's gross revenues from the collection, hauling, or transporting of liquid waste collected within the city.

Section 13. That this ordinance is effective July 7, 2026.

Section 14. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance will not affect the validity of the remainder of the ordinance.

APPROVED on first consideration on _____, 2026.

ADOPTED on second consideration on _____, 2026.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Mendenhall, City Clerk



City Council Agenda Request

July 21, 2026

Agenda Request No: XI.A.

Agenda of: City Council Meeting

Initiated by: Li Su, Senior Budget & Strategy Analyst

Presented by: ShaLae Steadman, Director of Budget

Responsible Department: Budget

Agenda Caption:

FILING THE FISCAL YEAR 2027 ANNUAL BUDGET AND FISCAL YEAR 2027-2031 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

Receive for filing the City Manager's proposed Fiscal Year 2027 Annual Budget and Fiscal Year 2027-2031 Five-Year Capital Improvement Program. The required Taxpayer Impact Statement is included on the final page of this agenda.

Recommended Action:

Receive for filing the City Manager's proposed Fiscal Year 2027 (FY27) Annual Budget and FY27-2031 Five-Year Capital Improvement Program.

Executive Summary:

Budget Overview

The annual budget serves as the City of Sugar Land's financial plan for the fiscal year beginning October 1, 2026, and ending September 30, 2027. It aligns financial resources with the City Council's Strategic Action Plan to maintain high-quality services, strengthen community resilience, and responsibly steward public resources. In accordance with Section 6.03 of the City Charter, the City Manager is required to file a proposed budget no later than 60 days before the end of the fiscal year. State law further requires City Council to adopt an annual budget that includes a multi-year Capital Improvement Program (CIP) and a current-year capital budget.

The proposed Fiscal Year 2027 (FY27) Budget and FY27-2031 Five-Year Capital Improvement Program reflect the City Council's Financial Management Policy Statements (FMPS) and Strategic Action Plan. The budget is structurally balanced, financially sustainable, and preserves Sugar Land's AAA/Aaa bond ratings through continued conservative financial management. The proposed budget reflects the City's commitment to maintaining exceptional municipal services while preparing for the

community's current and future needs.

The FY27 budget prioritizes investments that maintain the exceptional services residents expect through public safety, infrastructure, mobility, parks and recreation, utilities, customer service, technology, and a high-performing workforce. It also continues the City's commitment to data-driven decision-making to improve operational performance, prioritize capital investments, and maximize the value of every taxpayer dollar.

Sugar Land enters FY27 from a position of strength. During FY26, the City earned Bloomberg Philanthropies' What Works Cities Gold Certification for excellence in data-driven government, was ranked among the Top 3 Best Places to Live by Livability.com, and continued to strengthen emergency preparedness and infrastructure planning through innovative asset management practices. According to the City's most recent Citizen Satisfaction Survey, 95 percent of residents love calling Sugar Land home, reflecting the community's confidence in the City's exceptional services.

The proposed FY27 budget also reflects the City's continued commitment to responsible financial stewardship while addressing significant increases in the cost of delivering municipal services. Rising public safety overtime, Texas Municipal Retirement System (TMRS) contributions, electricity, contractual services, insurance, and other inflationary costs continue to place pressure on the City's operating budget. Throughout the budget development process, departments evaluated operations, streamlined business processes, leveraged technology, and identified approximately \$1.72 million in operational efficiencies, including the elimination of five General Fund positions. While these efforts have helped manage rising costs, operational efficiencies alone are no longer sufficient to absorb the continued growth in operating costs without affecting the exceptional level of service residents have consistently identified as a priority.

Property Tax and Utility Rates

The proposed FY27 budget has been developed using conservative revenue assumptions while the City awaits the Certified Tax Roll from the Fort Bend Central Appraisal District. Following receipt of the certified values and completion of the Truth-in-Taxation calculations required by state law, the City Manager will present a recommended property tax rate for City Council's consideration during the budget process.

The proposed budget also includes an average 3 percent utility rate increase for water, wastewater, and surface water services, along with recommended adjustments to solid waste rates and other user fees, to support the continued financial sustainability of these enterprise operations while maintaining reliable, high-quality services.

Next Steps

This filing serves as the City Manager's formal presentation of the proposed FY27 Budget to the City Council. The proposed budget will be reviewed during Thursday morning budget workshops beginning at 7:30 a.m. throughout August. A public hearing on the proposed budget will be held on August 18, 2026, to receive input from residents.

A public hearing on the proposed property tax rate will be held on September 8, 2026, prior to City Council's consideration and adoption of the FY27 Budget and property tax rate on September 15, 2026.

Following the presentation, the Proposed FY27 Annual Budget, interactive FY27-2031 Five-Year Capital Improvement Program, and the new Sugar Land Citizens' Budget Book website will be available on the City's Budget & Strategy webpage:

<https://www.sugarlandtx.gov/2291/Budget-Strategy>.

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