



City of Sugar Land

City Council Agenda

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

Tuesday, August 4, 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://youtube.com/live/97ILpFd9tVY?feature=share>. Sugar Land Comcast/Xfinity Cable Subscribers can also tune-in on Channel 16.

II. Call to Order

III. Invocation

Council Member Sanjay Singhal

IV. Pledges of Allegiance

Council Member Sanjay Singhal

V. 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.

VI. Consent Agenda

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

A. MINUTES

Consideration of and action on the minutes of the July 21, 2026, meeting.

Linda Mendenhall, City Clerk

B. CONTRACT WITH WESTWOOD PROFESSIONAL SERVICES, INC.

Consideration of and action on authorization of a contract with Westwood Professional Services, Inc. for CIP CPK1702, Sugar Land Trail (Ditch H Trail) in the amount of \$197,945.00.

Greg Nichols, Senior Project Manager

C. **INTERLOCAL AGREEMENT WITH FORT BEND COUNTY DRAINAGE DISTRICT**

Consideration of and action on the authorization of the execution of the Interlocal Agreement with Fort Bend County Drainage District for the Erosion Mitigation of Memorial Park.

Robert Wilson, Assistant City Engineer

D. **CONTRACT WITH WW PAYTON CORPORATION**

Consideration of and action on the authorization of the execution of a Contract with WW Payton Corporation for the Groundwater Plant Generator and Right Angle Drive (RAD) Replacement Program, CIP CWA2406, in the amount of \$3,450,000.00 and approve a Budget Amendment in the amount of \$2,800,000.00 from CIP CWA2601 to CIP CWA2406.

Alence Poudel, Engineering Manager

E. **CONTRACT WITH INFRASTRUCTURE CONSULTING & ENGINEERING, LLC**

Consideration of and action on the authorization of the execution of a professional services contract with Infrastructure Consulting & Engineering, LLC for the design of Sweetwater Blvd Reconstruction Phase II, CIP CMB2804, in the amount of \$677,329.95.

Paola DeLaTorre, Project Manager II

F. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-33**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, RATIFYING THE ACCEPTANCE OF THE SOUTHEAST TEXAS REGIONAL ADVISORY COUNCIL (SETRAC) FY26 EMS COUNTY ASSISTANCE FUNDS; DESIGNATING THE CITY MANAGER, OR DESIGNEE, AS AUTHORIZED OFFICIAL TO EXECUTE DOCUMENTS.

Mark Campise, Fire Chief

G. **SECOND 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

VII. Public Hearings

A. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on the proposed change in land use of approximately three acres of Imperial Park, located at 7750 Highway 90A, for the construction of a new Animal Shelter facility.

Jonathan Braun, Assistant City Engineer

VIII. Ordinances and Resolutions

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-26**: A RESOLUTION OF THE CITY OF SUGAR LAND, TEXAS MAKING REQUIRED FINDINGS UNDER TEXAS PARKS AND WILDLIFE CODE § 26.001, APPROVING THE ANIMAL SHELTER LOCATION AND AUTHORIZING THE USE OF APPROXIMATELY 3 ACRES OF AN APPROXIMATELY 39.81 ACRE TRACT PREVIOUSLY DESIGNATED AND USED AS PUBLIC PARK, THE SAME BEING LOCATED AT 7750 HWY 90A, SUGAR LAND, TX 77478 IN SUGAR LAND TEXAS AND BEING COMMONLY KNOWN AS IMPERIAL PARK; FINDING THAT ALL NOTICE AND HEARING REQUIREMENTS HAVE BEEN MET; AND PROVIDING AN EFFECTIVE DATE.

Jonathan Braun, Assistant City Engineer

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

Katie Clayton, Director of Utilities

IX. 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.

X. Closed Executive Session

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

Section 551.074 Personnel Matters:

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

Carol McCutcheon, Mayor

XI. Adjournment

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

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

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

Posted on this 29th day of July, 2026 at 5:00 P.M.



City Council Agenda Request

August 4, 2026

Agenda Request No: VI.A.

Agenda of: City Council Meeting

Initiated by: Charlotte Graves, Agenda & Public Meeting Coordinator

Presented by: Linda Mendenhall, City Clerk

Responsible Department:

Agenda Caption:

MINUTES

Consideration of and action on the minutes of the July 21, 2026, meeting.

Recommended Action:

Executive Summary:

Budget

Expenditure Required: NA

Current Budget: NA

Additional Funding: NA

Funding Source: NA

Account Number (ORG-OBJ-Project): NA

Attachments

1. 7.21.26 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 21, 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, Robert Boettcher, Rick Miller, Sanjay Singhal, and Carol McCutcheon were present. Jim Vonderhaar attended virtually.

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

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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

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

A motion to **Approve consent agenda items A-H.**, was made by Suzanne Whatley and seconded by Sanjay Singhal; the motion **Passed**.

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

B. 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

Melissa Hobson, Animal Services Administrator, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the acceptance of monetary donations for Animal Services.**, was made by Sanjay Singhal and seconded by Rick Miller; the motion **Passed**.

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

- 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

Kimberly Terrell, Director of Parks and Recreation, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the Sugar Land Legacy Foundation Donations.** , was made by Carol McCutcheon and seconded by Suzanne Whatley; the motion **Passed**.

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

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

Greg Nichols, Senior Project Manager, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the construction contract with B&D Contractors, Inc.**, was made by Rick Miller and seconded by Sanjay Singhal; the motion **Passed**.

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

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

Christian Eubanks, Environmental Manager, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the Solid Waste Contract Amendment with Republic Services**, was made by Suzanne Whatley and seconded by Jim Vonderhaar; the motion **Passed**.

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

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

Christian Eubanks, Environmental Manager, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the first reading of Ordinance No. 2406.**, was made by Stewart Jacobson and seconded by Rick Miller; the motion **Passed**.

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

Nays: Sanjay Singhal

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

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

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.

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.

XIII. Adjournment

A motion to **Adjourn at 6:52 p.m.**, was made by Robert Boettcher and seconded by Carol McCutcheon; the motion **Passed**.

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

Linda Mendenhall, City Clerk





City Council Agenda Request

August 4, 2026

Agenda Request No: VI.B.

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 WESTWOOD PROFESSIONAL SERVICES, INC.

Consideration of and action on authorization of a contract with Westwood Professional Services, Inc. for CIP CPK1702, Sugar Land Trail (Ditch H Trail) in the amount of \$197,945.00.

Recommended Action:

Authorize the execution of a construction administration contract with Westwood Professional Services, Inc. for CIP CPK1702, Sugar Land Trail (Ditch H Trail) in the amount of \$197,945.00.

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, the Senior Adult Center and the Imperial Park Recreation Center

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 in grant funds for the project.

On July 21, 2026, the City Council awarded the trail construction contract to B&D Contractors. The construction is anticipated to start in August 2026 with 425 calendar days to complete the project.

This contract is for construction administration services for CPK1702 Sugar Land Trail (Ditch H Trail) Project. Services provided by the consultant include the following:

- Prepare conformed construction documents.
- Assist the City in the pre-construction conference and any other meetings as requested by the City project Manager.
- Monthly construction site visits and preparation of written reports.
- Review and respond to request for information from the contractor.
- Provide Geographic Information Systems linework for all improvements.
- Attend the substantial completion walk-through and generate the punch list.
- Material submittal review, review of shop drawings and product data.
- Prepare record drawings of the completed project.

The project currently has an available balance of \$17,881,828.89.

The Engineering and Public Works Department recommends the City Council authorize the execution of a professional services contract with Westwood Professional Services Inc. for Ditch H Trail Project CIP CPK1702 construction administration services in the amount of \$197,945.00.

Budget

Expenditure Required: \$197,945.00

Current Budget: \$17,881,828.89

Additional Funding: N/A

Funding Source: Fort Bend County Mobility Bonds

Account Number (ORG-OBJ-Project): CPK1702-constructi

Attachments

1. contract

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
\$100K to \$999,999.99
(Rev. 1-16-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: 

Date:

Date: June 22, 2026

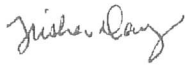
Title:

Title: Vice President, Public Infrastructure

Company: Westwood Professional Services, Inc.

MATTER NUMBER: 9128M

APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address: Westwood Professional Services, Inc.
20455 State Hwy 249, Suite 400
Houston, Texas 77070

Description of Services: Construction Administrative Services for Ditch H Trail (CIP
CPK1702)

Maximum Contract Amount: \$197,945.00

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

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by change order. The Contractor will bill the City for the services provided at intervals of at least thirty (30) calendar days, except for the final billing. The Contractor must bill or invoice the City within thirty (30) calendar days from the date of service and submit the final invoice no later than thirty (30) calendar days from the Contract termination or expiration date. The City is not responsible or liable for payment of any invoice submitted to the City more than sixty (60) calendar days after the date in which the services were rendered or for any work which is unsatisfactory to the City. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). The City will return all invoices containing errors to the Contractor with an explanation of the deficiency. The City will not pay the Contractor for any costs or expenditures that are not included in the scope of work or a change order under the Contract. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no

proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

A. D. Liability and Indemnity. A provision in the Contractor's Additional Contract Document is void and unenforceable if it: (1) limits or releases the Contractor from liability that would exist by law in the absence of the provision; (2) creates liability for the City that would not exist by law in the absence of the provision; or (3) waives or limits the City's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. The Contractor will be liable for all damages incurred and assume full responsibility for the work performed under the Contract.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If a party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should a party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

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

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a “work made for hire,” as defined by federal copyright law. If the Work is not by law a “work made for hire,” the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with professional skills and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Certificate of Interested Persons form is available on the Commission’s website and the Contractor must follow the Commission’s filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2271.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for goods and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

S. Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Certain contracts for goods and services are subject to the requirements of Section 2276.002, Tex. Gov't Code (S.B. 13). Specifically, contracts for goods and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

T. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 19). Specifically, contracts for goods and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

This verification requirement does not apply if this contract is with a sole-source provider or, if this contract is subject to competitive bidding, the City did not receive any bids from a company that is able to provide the written verification required.

U. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2275.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
- (2) where the City knows that the company is:
 - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
 - (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or

- (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Contract, Contractor represents and acknowledges that it is not a foreign-owned company under Section 2275.0102 and that this is not a contract prohibited by Section 2275.0102, Tex. Gov't Code (S.B. 2116).

V. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

W. Records Retention. The City is subject to records retention requirements under Texas law. Any provision of the Contractor's attachment(s) that requires the City to destroy documents or give documents back to the Contractor or that otherwise conflicts with Texas law regarding retention of records is void.

IV. Additional Terms or Conditions. The City hereby rejects any and all terms and conditions included, contained, or incorporated by reference in the Contractor's Bid, Proposal or Quote in Exhibit A-1.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Westwood Professional Services, Inc. Proposal, dated May 7, 2026 (7 pages)
- A-2. Certificate of Interested Persons with Certification of Filing (1 page)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification (1 page)
- A-5. Senate Bill 19 Verification (2 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Insurance Requirements (2 pages)
- B-2. Data Ownership, Sharing, and AI (2 pages)



City Council Agenda Request

August 4, 2026

Agenda Request No: VI.C.

Agenda of: City Council Meeting

Initiated by: Robert Wilson, Assistant City Engineer

Presented by: Robert Wilson, Assistant City Engineer

Responsible Department: Engineering

Agenda Caption:

INTERLOCAL AGREEMENT WITH FORT BEND COUNTY DRAINAGE DISTRICT

Consideration of and action on the authorization of the execution of the Interlocal Agreement with Fort Bend County Drainage District for the Erosion Mitigation of Memorial Park.

Recommended Action:

Authorize the execution of the Interlocal Agreement with Fort Bend County Drainage District for the Erosion Mitigation of Memorial Park.

Executive Summary:

The City of Sugar Land and Fort Bend County have faced significant challenges due to erosion along the Brazos River for many years. This erosion has resulted in severe economic and infrastructural repercussions, threatening over 700,000 county residents, hurricane evacuation routes, bridges, water supply intakes, levees, and parkland. The erosion issue has been exacerbated by the increased intensity of recent storm events, leading to accelerated bank erosion. This erosion endangers both public and private infrastructure, with an estimated \$8 billion at risk.

In July 2022, the City received \$4,063,600.00 from Community Development Block Grant - Mitigation (CDBG-MIT) funding for the Brazos River Erosion Protection at Memorial Park and US-59 bridge. The Fort Bend County Drainage District (FBCDD) received \$56,030,000.00 from CDBG-MIT grant for the Brazos River erosion sites. In 2023, the City and FBCDD entered an Interlocal Agreement to combine funding and jointly design and construct erosion mitigation for the awarded sites.

Currently, the Memorial Park site has completed design and permitting for a longitudinal stone toe dike and tie back erosion mitigation structure. The previous Interlocal Agreement stated the City and FBCDD shall determine bidding, construction and maintenance of the designed structures at a later time. This Interlocal Agreement outlines the process for bidding, construction and maintenance for the erosion mitigation structure.

In this agreement, FBCDD will be responsible for bidding, construction and inspection of the project, with the City taking ownership of the structure and maintenance. The FBCDD will be responsible to ensure the project is bid and constructed within the requirements of the CDBG-MIT program and the City will reimburse the FBCDD up to \$1,700,000 of the project cost, following the outline in the original Interlocal Agreement. FBCDD will fund up to \$9,215,275.00 for the construction of erosion mitigation at Memorial Park. The agreement also allows the City to request assistance from FBCDD for repairs to the structure if necessary, and enter a written agreement for each maintenance case.

The Engineering Department recommends the City Council approve the execution of the Interlocal Agreement with Fort Bend County Drainage District for the Protection of Memorial Park.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: CDGB-MIT

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

Attachments

1. 1.1 ILA-CoSL and FBCDD-Protection of Memorial Park - Final w Ex

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT
FOR PROTECTION OF MEMORIAL PARK**

This Interlocal Agreement For Protection of Memorial Park (“New Agreement”) is entered into by and between the Fort Bend County Drainage District, a political subdivision of the State of Texas (the “District”), and the City of Sugar Land, Texas, a municipal corporation and home-rule city of the State of Texas (the “City”). District and City are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain Interlocal Agreement For Joint Participation to Apply for HUD CDBG-MIT Funds (Protection of Memorial Park) on or about January 3, 2023 (the “Original Agreement”), attached hereto as Exhibit “A-1”, to coordinate efforts to complete the application process for CDBG-MIT funds and jointly participate in the Protection of Memorial Park Project; and

WHEREAS, Section 3.C. of the Original Agreement provides that the Parties will enter into a separate agreement that sets forth and governs the terms and conditions for bidding, awarding, entering into, and administering the contract for the construction of the Project (as defined therein); and

WHEREAS, Section 3.C. of the Original Agreement also provides that the Parties will enter into a separate interlocal agreement to memorialize their mutual understanding of responsibilities for managing the design and construction necessary to complete the Project in compliance with applicable state and federal laws, as well as the Parties’ respective financial contributions consistent with the Original Agreement; and

WHEREAS, Section 3.C. of the Original Agreement also provides that such new interlocal agreement will also include the designation of a party responsible for maintaining the Project upon completion; and

WHEREAS, by execution of this New Agreement, the Parties desire to memorialize the items referenced in Section 3.C. of the Original Agreement related to the Memorial Park river erosion repair project and to otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for and in consideration of the mutual agreements and benefits to both Parties, it is agreed as follows:

Section 1. Purpose. The purpose of this New Agreement is to outline certain obligations related

to the Parties' joint participation in the Protection of Memorial Park Project (the "Project").

Section 2. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part of the Agreement.

Section 3. Lead Entity for Procurement and Construction Delivery. The Project shall be facilitated, managed, and administered by District. District shall take all reasonable actions to ensure that the Project is constructed in a good and workmanlike manner with all reasonable diligence.

Section 4. Payment Allocation. Costs for the Project will be allocated among the Parties in accordance with the Original Agreement. Notwithstanding anything to the contrary in the Original Agreement, the City agrees to pay for up to \$1,700,000 of the Project costs, up to the City's allocation of Community Development Block Group Mitigation (CDBG-MIT) funding for the Project received by the City through the Texas General Land Office (TxGLO). In no event will the City's costs exceed such funding allocation for the Project.

The County agrees to pay for up to \$7,710,500 of the Project costs.

Nothing in this New Agreement shall be construed to reduce or alter those allocations unless expressly agreed in writing by both Parties.

Section 5. Funding Contingency. The Parties acknowledge that performance of the Project is dependent in part on the continued availability of grant and reimbursement funding from TxGLO and other applicable funding sources. If grant funds are reduced, delayed, suspended, withheld, recaptured, deobligated, or determined to be ineligible or unavailable for any reason, the Parties shall confer in good faith to determine whether to:

- (a) Reduce the Project scope;
- (b) Suspend portions of the Project;
- (c) Identify alternative funding sources; or
- (d) Terminate the Project or this New Agreement in whole or in part.

Section 6. Design and Specifications. District shall select the design engineer and design all aspects of the Project in accordance with District standards and regulations. The plans and specifications shall be reviewed and approved by the District Chief Engineer. City, upon reasonable notice to District, shall have the right and opportunity to review all documents pertaining to the design of the Project, including any maps, records, photographs, reports, and drawing affecting the construction of the Project. City shall provide any comments or feedback regarding the design of the Project to the District Chief Engineer no later than thirty (30) calendar days after its review. City acknowledges and agrees that the comments and feedback provided to District shall not be binding upon District, and the District Chief Engineer, in his sole discretion, shall have the final determination regarding any comments or feedback received from the City for the design of the Project.

Section 7. Competitive Bid and Award. Upon completion of final plans and specifications, District will advertise for competitive bids for construction of the Project (together or in separate contracts) in accordance with requirements applicable to District. Upon receipt of bids for the Project, District will notify the City of the amount of the recommended bid ("Notice of Bid"). If the City desires to object to the award of the contract, it must provide written notice to District within fifteen (15) days of City's receipt of the Notice of Bid. Otherwise, the City will be deemed to have approved the award of the contract to the lowest responsible bidder, in District's judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the Project. District will enter into a contract with the qualified bidder ("Construction Contract"), which may be subject to change orders that increase, decrease, or otherwise alter the Project Costs (identified in Section 3.B. of the Original Agreement) under such contract. If County constructs the Project in multiple contracts, the provisions of this New Agreement shall apply to each Construction Contract.

More specifically, if the lowest responsive bid is at or below the mutually agreed benchmark amount, District may proceed with recommending award through the next available Fort Bend County Commissioners Court. If the lowest responsive exceeds the mutually agreed benchmark amount, District and City will jointly determine whether to accept the bid and increase their proportional funding shares, revise the scope to align with the available budget, or reject all bids and re-advertise. For purposes of this section, the mutually agreed benchmark amount shall be \$9,410,500.00, which is the construction amount identified in the Original Agreement.

If the lowest responsive bid is at or below the benchmark amount, the District may proceed with recommending award. If the lowest responsive bid exceeds the benchmark amount, the Parties shall confer and determine whether to:

- A. Accept the bid and increase their proportional funding shares;
- B. Revise the scope to align with the available budget; or
- C. Reject all bids and re-advertise.

Any increase in funding participation above the amounts stated in the Original Agreement must be approved in writing by both Parties.

Section 8. Construction of the Project. After awarding the Construction Contract, District shall administer the Construction Contract for the benefit of the Parties to include pay applications, submittals, Requests for Information (RFIs), schedule review, field coordination, change orders, claims, punch list administration, and closeout. District shall provide on-site inspection of the construction of the Project in accordance with the terms of the Construction Contract(s). District shall approve or deny all applications for payment and requests for extensions of time and shall pay all valid pay applications issued under the Construction Contract(s). Upon approval of each application for payment by the District, the District will submit a request for reimbursement to the City for reimbursement of the City's allocated share. The City will remit reimbursement to the District within thirty (30) days of receipt of such request for payment. If the City fails to timely reimburse the District, the City shall be responsible for any interest, penalties, or additional costs

attributable to that delay to the extent permitted by law .No reimbursement will be provided for payments that exceed the City's allocated portion of the costs for the Project.

District shall approve or deny all change orders submitted under the Construction Contract(s). District shall have the right to terminate the Construction Contract(s) and to enforce its remedies thereunder, as determined by District to be necessary. In the event of any such termination, District shall have the right to complete and/or cause the completion of the Project itself and/or through such other contractor(s) as District determines to be appropriate; provided that all work done in connection with such completion shall be in compliance with District's standards. The costs of any necessary and approved completion work shall be considered part of the Project. District shall notify City of any issue that may materially affect Project costs, scope, access, construction limits, materials, or future maintenance obligations.

If a proposed change or termination would increase cost or materially change the Project, both parties shall confer and agree on how to proceed before approval is given.

Section 9. Completion of the Project; Maintenance/Ownership of Project Improvements.

Completion of the Project shall occur upon the Parties' final inspection of the Project and certified as complete by the District Engineer. Upon Completion of the Project, responsibility for all costs for the management, operation, maintenance, repair, and/or replacement of the Project will be as follows: The City will be responsible for one hundred percent (100%) of the maintenance. The City shall determine the proper maintenance level in its sole discretion, with maintenance subject to funding availability.

Notwithstanding the foregoing, the District may, upon request by the City and in its sole discretion, participate in evaluation of maintenance needs and, if the District Chief Engineer determines that the requested work is within the District's capabilities and consistent with District priorities, the District may agree to provide limited assistance for a particular maintenance activity.

Any such participation by the District shall be considered on a case-by-case basis and shall not create any continuing obligation of the District to provide labor, equipment, materials, contractor services, or funding for future maintenance activities.

Before any maintenance work is undertaken with District participation, the Parties shall execute a written agreement or other written authorization setting out the scope of the work, each Party's responsibilities, and any applicable cost-sharing arrangement.

The District agrees to confer in good faith with the City regarding future maintenance needs and potential District participation, if any, but any participation by the District shall be subject to the District Chief Engineer's determination of feasibility, capability, available resources, and consistency with District operations and priorities

Section 10. Inspection and Deficiencies. City shall have the right to enter the Project Site and

inspect the work performed by District for the Project at all times, subject to contractor coordination, site safety requirements, and twenty-four hours advance notice to District. Within ten (10) business days of completion of the Project, City shall notify District in writing of any complaints regarding any deficiencies and the quality of workmanship by District and/or its contractors for the Project. District shall address and correct such deficiencies within a reasonable time, if the District Engineer determines that such deficiencies are actionable under the terms of the District's Construction Contract(s). Notwithstanding the foregoing, all final decisions regarding the correction of any deficiencies shall be at the District's sole discretion.

Section 11. Final Inspection, Punchlist, and Closeout. Before final acceptance, District and City will jointly conduct a final inspection. District and City will jointly develop the punch list. District will then be responsible for formally transmitting punch list items and closeout requirements to the contractor. Final closeout documentation will be signed off only after the jointly identified punch list items have been satisfactorily addressed.

Section 12. 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) calendar 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, pandemic, 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 incapacities 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.

Section 13. Grant Compliance and Reporting. District shall be responsible for grant administration and compliance coordination to include procurement compliance, records retention, reimbursement support, audit support, environmental commitment tracking, and coordination necessary for successful grant closeout.

Section 14. Modifications. In accordance with Section 5 therein, the Original Agreement is terminated upon the full execution of this New Agreement. **IT IS ACKNOWLEDGED BY BOTH PARTIES THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS NEW AGREEMENT**

OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE OTHER PARTY.

Section 15. Liability.

- A. Other than a waiver of immunity to suit under Local Government Code Chapter 271, the District and the City are entitled to the immunities and defenses of the Texas Tort Claims Act and nothing in the Agreement shall be construed to waive either party's sovereign immunity. Each Party warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.
- B. Each Party is solely responsible for the actions and omissions of its employees and officers. Other than a waiver of immunity to suit under Local Government Code Chapter 271, no party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

Section 16. Period of Agreement and Termination. This Agreement becomes effective on the date signed by the last Party and shall remain in effect until all obligations of the Parties are completed hereunder.

Section 17. Miscellaneous.

- A. 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.
- B. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement. This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other Parties, which consent shall not be unreasonably withheld.
- C. This Agreement shall apply to all permitted successors and assigns of the Parties.
- D. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

District:	Fort Bend County Drainage District Attention: Chief Engineer 301 Jackson Street Richmond, Texas 77469
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With a copy to: Fort Bend County
Attention: County Judge 401 Jackson Street, 1st Floor
Richmond, Texas 77469

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

- E. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. This New Agreement may only be amended by a written instrument signed by both Parties.
- F. If any provision contained in this New Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this New Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.
- G. This new Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.
- H. Nothing in this New Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.
- I. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.
- J. In the event of default by any Party, any Party may employ attorneys to pursue its legal rights; and the prevailing Party shall be entitled to payment by the other Party(ies) of all reasonable attorneys' fees incurred.
- K. The governing body of each Party has authorized its execution and the New Agreement has been approved at a duly called and posted meeting, as applicable.

{Execution Page Follows}

IN WITNESS WHEREOF, the Parties have executed this New Agreement, and if done in multiple counterparts, each of which shall be deemed to be an original.

**FORT BEND COUNTY
DRAINAGE DISTRICT**

CITY OF SUGAR LAND, TEXAS

Daniel Wong, County Judge

Carol K. McCutcheon, Mayor

Date

Date

ATTEST:

ATTEST:

Laura Richard, County Clerk

By:_____

Name:_____

Title:_____

APPROVED:

Mark Vogler, Chief Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

Exhibit A-1: Interlocal Agreement for Joint Participation to Apply for HUD CDBG-MIT Funds

i:\agreements\2026 agreements\drainage district\city of sugar land ila (23-drng-100325-a1)\1.1 ila-cosl and fbcdd-protection of memorial park - cosl rev 6-12-26 fbc kj rev 6.17.2026

EXHIBIT A-1

(Follows Behind)

INTERLOCAL AGREEMENT
FOR JOINT PARTICIPATION TO APPLY FOR HUD CDBG-MIT FUNDS
(PROTECTION OF MEMORIAL PARK)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Agreement for Joint Participation to Apply for U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (“CDBG-MIT”) Funds (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as of the last date signed by the parties hereto, by and among Fort Bend County Drainage District, a political subdivision of the State of Texas (the “District”) and the City of Sugar Land, Texas, a municipal corporation and home-rule city of the State of Texas, (the “City”). Each may be individually referred to as a “Party” and collectively referred to as the “Parties” herein.

RECITALS

WHEREAS, accelerated and continued bank erosion on the Brazos River following significant flooding in recent years may lead to loss of human life while threatening residences, roads, levees, including the levee at Memorial Park in Sugar Land, Texas; and

WHEREAS, addressing riverbank erosion along Memorial Park is necessary to protect park, University Boulevard, Ditch “H”, a municipal fire station, Fort Settlement Middle School and approximately 5,000 residents within Fort Bend County Levee Improvement District No. 14; and

WHEREAS, under a preliminary allocation of CDBG-MIT funds based on the Houston-Galveston Area Council’s Method of Distribution (“MOD”), the Texas General Land Office (the “GLO”) allocated \$56,030,000.00 to the District and \$4,063,600.00 to the City for risk mitigation projects related to flooding, hurricanes, and other natural disasters; and

WHEREAS, the Parties desire to enter into this Agreement to coordinate efforts to complete the application process for CDBG-MIT funds and jointly participate in the Protection of Memorial Park Project as described by the Memorandum dated November 8, 2022, attached hereto as Exhibit A and incorporated herein for all purposes (the “Project”); and

WHEREAS, the Project contemplated in this Agreement will promote the health, safety and welfare of the area citizens, and such Project is desired by the District and the City; and

WHEREAS, the governing bodies of both Parties find that the Project contemplated in this Agreement serves a public purpose, and agree to participate in this

Project according to the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the obligations related to the Parties' coordination of efforts to apply for CDBG-MIT funding and jointly participate in the Protection of Memorial Park Project.

Section 2. Incorporation of Recitals

The recitations and recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

Section 3. The Project

A. Each Party shall continue efforts to complete and submit their respective applications to the GLO to finalize eligibility for the award of the allocated CDBG-MIT funds by January 9, 2023.

B. Subject to final approval of, and the award of the CDBG-MIT funds from the GLO, the Parties hereby commit to contribute a portion of their funds received to the Project as follows:

Protection of Memorial Park Project			
Activity	Total Cost	Drainage District	City of Sugar Land
Construction	\$ 9,410,500.00	\$ 7,710,500.00	\$ 1,700,000.00
Engineering	\$ 1,411,575.00	\$ 1,208,075.00	\$ 203,500.00
Administration	\$ 425,000.00	\$ 296,700.00	\$ 128,300.00
Total	\$ 11,247,075.00	\$ 9,215,275.00	\$ 2,031,800.00

C. The Parties agree that the terms and conditions for bidding, awarding, entering into, and administering the contract for the construction of the Project shall be governed by a separate agreement to be entered into by the Parties. Upon receipt of approved plans and specifications from all regulatory agencies having jurisdiction over the Project and a final engineer's estimate of probable cost to construct the Project according to such approved plans and specifications, the Parties agree to cooperate with each other in good faith to enter an Interlocal agreement to memorialize their mutual understanding of responsibilities for managing the design and construction necessary to complete the Project in compliance with the applicable state and federal laws, as well as the Parties' respective financial contributions therefor consistent with this Agreement. Such Interlocal agreement shall also include the designation of a Party responsible for maintaining the Project upon completion.

D. The Parties mutually understand and acknowledge that as a condition of receiving CDBG-MIT funds administered by the GLO, the Parties shall remain in compliance with all federal and or state terms as stated in Exhibit B attached hereto and incorporated herein for all purposes. The Parties also mutually agree to only use the funds as allowed in accordance with the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. The Parties acknowledge that all funds are subject to recapture and repayment for non-compliance. The terms and limitations stated in the aforementioned flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold set at \$50,000.00, unless a particular award term or condition specifically indicates otherwise. The Parties shall require that theses clauses shall be included in each covered transaction at any tier.

E. The funding obligations under this Agreement are contingent in nature and intended to become effective upon the GLO's award of the anticipated amount of CDBG-MIT funds sufficient to fulfill the funding obligations in accordance with Section 3. B. above.

Section 4. Liability

A. Other than a waiver of immunity to suit under Local Government Code Chapter 271, the District and the City are entitled to the immunities and defenses of the Texas Tort Claims Act and nothing in the Agreement shall be construed to waive either party's sovereign immunity. Each Party warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

B. Each Party is solely responsible for the actions and omissions of its employees and officers. Other than a waiver of immunity to suit under Local Government Code Chapter 271, no party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

Section 5. Period of Agreement and Termination

This Agreement becomes effective on the date signed by the last Party and shall remain in effect until either (i) the GLO fails to award either Party with sufficient anticipated CDBG-MIT funds to fulfill the funding obligations in accordance with Section 3. B. above, or (ii) full execution of the Interlocal agreement to be executed by the Parties pursuant to Section 3. C. above.

Section 6. Miscellaneous

A. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.

B. This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other Parties, which consent shall not be unreasonably withheld.

C. This Agreement shall apply to all permitted successors and assigns of the Parties.

D. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

District: Fort Bend County Drainage District
Attention: Chief Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

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

E. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may only be amended by a written instrument signed by both Parties.

F. If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

G. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.

H. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

I. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

J. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

IN WITNESS WHEREOF, the Parties have executed this Agreement, and if done in multiple counterparts, each of which shall be deemed to be an original.

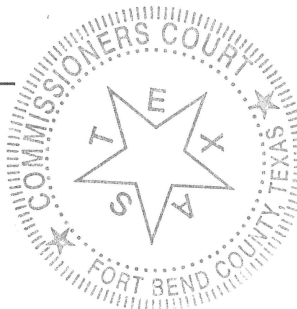
FORT BEND COUNTY DRAINAGE DISTRICT

KP George
KP George, County Judge

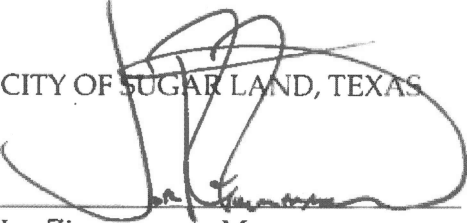
January 3, 2023
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



CITY OF SUGAR LAND, TEXAS


Joe Zimmerman, Mayor

December 20, 2022

Date

ATTEST

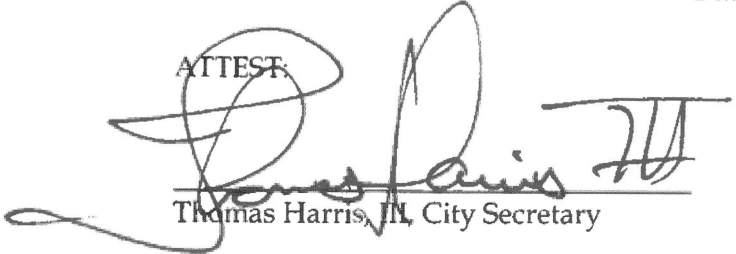

Thomas Harris, III, City Secretary

EXHIBIT A

Memorandum

DATE: November 8, 2022

TO: Mark Vogler
General Manager/Chief Engineer
Fort Bend County Drainage District

FROM: Gregory R. Wine, P.E., LEED AP

SUBJECT: Erosion Repair of the Brazos River
Protection of Memorial Park
Fort Bend County Application for CDBG-MIT Funding

Project Site & Description:

Due to the accelerated bank erosion on the Brazos River following significant flooding in 2015, 2016 and Hurricane Harvey in 2017, Huitt-Zollars, Inc. was retained by the Fort Bend County Drainage District to conduct geomorphologic studies of the meander migration and bank erosion at several locations along the Brazos River in Fort Bend County, Texas. These locations focused on government infrastructure to include roads, levees, bridges, buildings and parklands along the river. The results of these studies are most disturbing. In less than 30 years, continuing erosion of the riverbank may cause loss of human life while threatening residences, roads, levees and Hurricane Evacuation Routes on Farm to Market Roads, State Highways and Interstate Highway bridges.

Project Brazos, a multi-jurisdictional effort to address riverbank erosion, has identified bank erosion at thirteen (13) of the most critical sites along the Brazos River in Fort Bend County. One of the more critical locations is the erosion at the Memorial Park in Sugar Land, Fort Bend County, Texas, which threatens the park, University Boulevard, Ditch "H", a municipal fire station, Fort Settlement Middle School and the residents within the Fort Bend County Levee Improvement District (FBCLID) #14. The erosion at this location is threatening the levee which protects around 5,000 residents, a municipal fire station and a middle school. In addition, University Boulevard is a traffic relief route connecting Hurricane Evacuation Routes State Highway 6 and Interstate Highway 69/State Highway 59. This critical road would be negatively impacted should the river levee be breached at Memorial Park due to bank erosion.

The Project is a regional approach with broad support from local, state and federal stakeholders to include TxDOT, the Brazos River Authority and the United States Army Corps of Engineers (USACE) - Galveston District and its Engineer Research and Development Center (ERDC) in Vicksburg, Mississippi. Currently, fourteen (14) Resolutions and a Letter of Support have been received supporting Project Brazos. Over the past four years, Fort Bend County Drainage District and the City of Sugar Land have invested time and money into understanding the problem and in developing feasible solutions to address it. This project employs an environmentally friendly repair using a longitudinal stone dike along the toe of the bank with stone tiebacks constructed at around 200 feet on center to protect the upstream and downstream portions of the repair from being flanked by the erosion. This repair method was coordinated with USACE ERDC's River and Estuarine Engineering Branch. In addition, this repair method promotes revegetation

and habitat development and is in accordance with USACE's "Engineering with Nature and Implementation of Natural and Nature-Based Features" (EWN-NNBF) Guidelines.

Beneficiary:

The beneficiaries of this project will be the thousands of residents of FBCLID #14, University Boulevard, Ditch "H", a municipal fire station and Fort Settlement Middle School.

The boundary of the benefit area is the boundary for the FBCLID #14.

Mitigation:

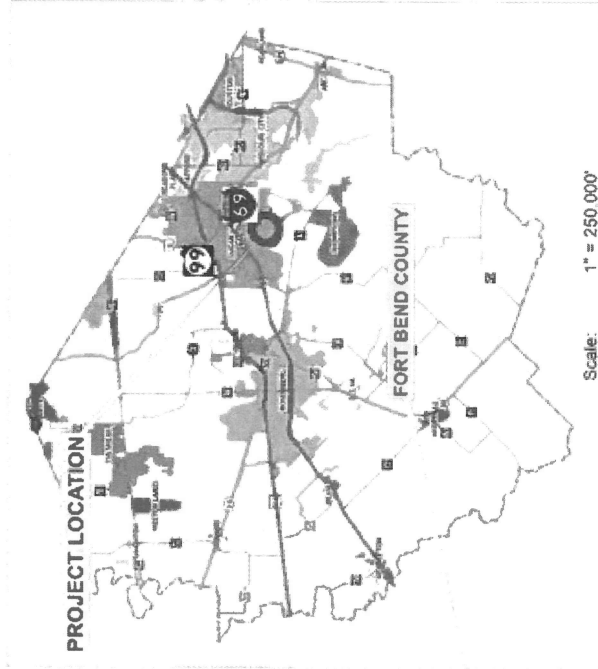
River bank erosion protection for this project will mitigate the risk and associated consequences to the City of Sugar Land's Memorial Park, University Boulevard, Ditch "H", a municipal fire station, Fort Settlement Middle School and the 6,370 residents within the Fort Bend County Levee Improvement District (FBCLID) #14.

Project Schedule:

Fort Bend County has properly procured the services of a Grant Administrator and Project Engineering Firm to properly execute the project. Upon the authorization to proceed, the Engineering will begin with the performance of Surveying and Geotechnical Investigations. There will be an in-depth hydrologic and hydraulic study performed to finalize the design and ensure all floodplain regulations of Fort Bend County are properly followed. Findings of these investigations and studies will be memorialized in a study document. The design phase is anticipated to take approximately 8 months. During this phase the project will be coordinated with local, state and federal partners to ensure all permits are properly obtained. Upon the permitting of the project, the bidding phase will take approximately 2 months and will follow all County, state and federal procurement requirements. Construction will take approximately 12 months to complete. The engineering firm will participate in the review of all construction related documentation.



TEXAS



Scale: 1" = 250,000'



HUNT-ZOLA'S

MEMORIAL PARK
BRAZOS RIVER - FORT BEND COUNTY
STONE EROSION PROTECTION

Scale: 1" = 2,500,000'
Drawn by: JG
Date: 10/31/2022

Location:
LAT 29 33'33.45" N
LONG 95 38'28.54" W

VICINITY MAP
SHEET 1 / 3



- LEGEND**
- RIVER ALIGNMENT 1983 (ACT)
 - RIVER ALIGNMENT 2016 (ACT)
 - 2048 RIVER PROJECTION 1
 - 2048 RIVER PROJECTION 2

PRELIMINARY
NOT FOR CONSTRUCTION
BIDDING OR OTHER PURPOSES
FOR REVIEW ONLY

DESIGNED BY: HNTB
CHECKED BY: HNTB
DATE: 01/15/2016

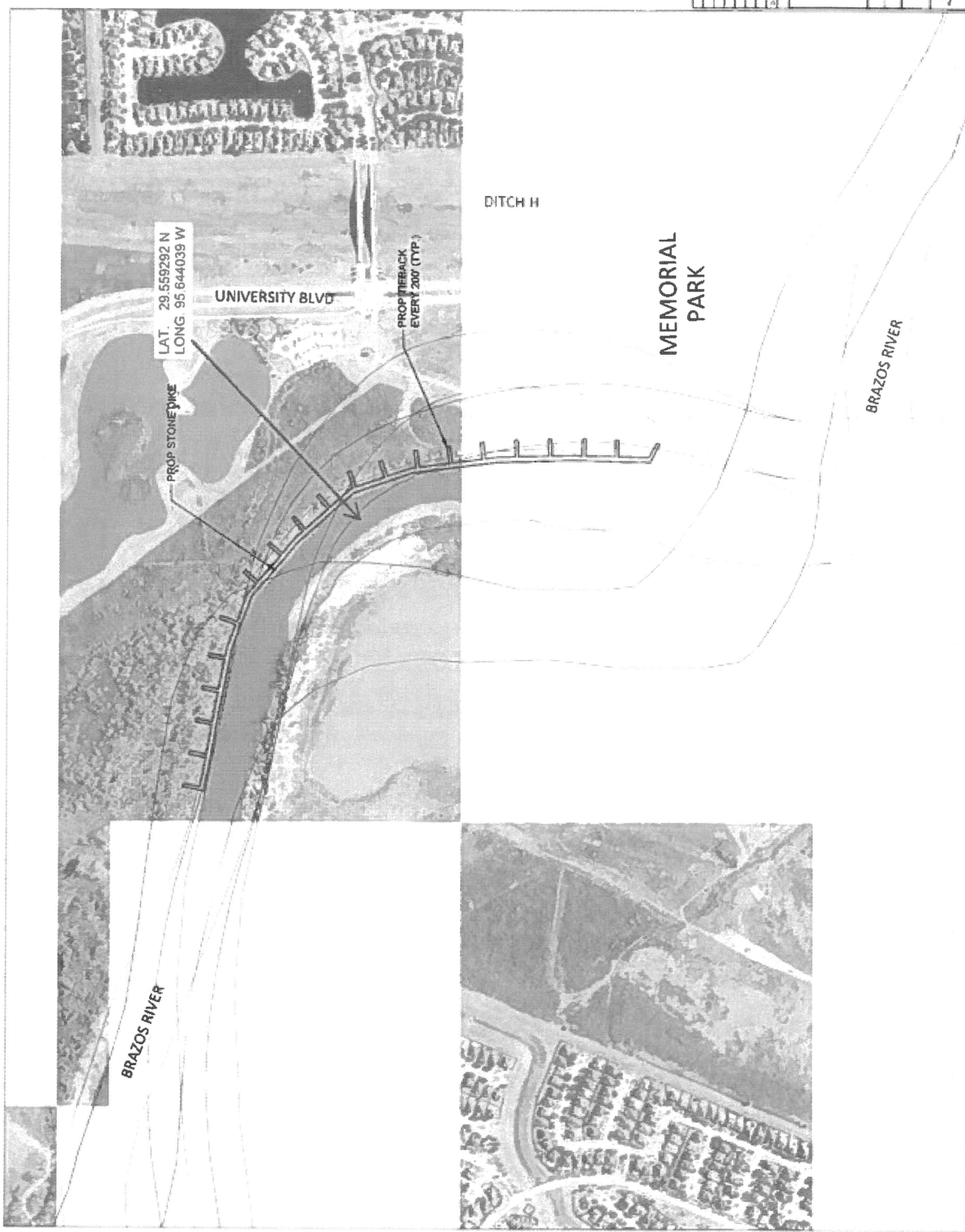
NO.	REVISION	DATE
1	ISSUED FOR PERMIT	01/15/2016
2	REVISED FOR COMMENTS	01/22/2016
3	REVISED FOR COMMENTS	02/02/2016
4	REVISED FOR COMMENTS	02/09/2016
5	REVISED FOR COMMENTS	02/16/2016
6	REVISED FOR COMMENTS	02/23/2016
7	REVISED FOR COMMENTS	03/02/2016
8	REVISED FOR COMMENTS	03/09/2016
9	REVISED FOR COMMENTS	03/16/2016
10	REVISED FOR COMMENTS	03/23/2016

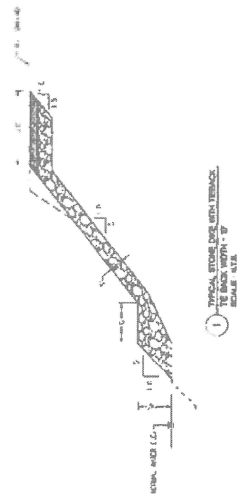
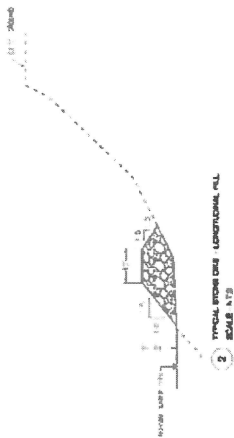
SHEET
BRAZOS RIVER
BRAZOS RIVER EROSION PROTECTION

BRAZOS RIVER
SLOPE EROSION PROTECTION
FORT BEND COUNTY
TEXAS

HNTB-ZOLARS
10000 Katy Freeway, Suite 200
Houston, Texas 77054
Tel: 281.466.1000
Fax: 281.466.1001
www.hntb.com

SCALE: 1" = 100'
DATE: 01/15/2016
SHEET: 2 OF 3



MATT-Itella, Inc.
Concrete Finishes[illegible]

LONGITUDINAL STONE TOE DETAILS

BRAZOS RIVER
STONE EROSION PROTECTION
FORT BEND COUNTY.

HUNT-ZOLARS 11250 Huntington Ave. Suite 200 Beverly Hills, CA 90210 Phone (310) 455-1000	SCALE 1" = 100'	DATE 10/22/2000	SHEET 3 / 3



Memorial Park Benefit Area



Source: Reference: WGS 1984 Web Mercator Auxiliary Sphere
Imagery: City of Houston, HPB, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin

GEOID	geoname	Stusab	State	County	Low	Lowmod	lmmi	Lowmoduniv	Lowmod_pct
481576744001	Block Group 1, Census Tract 6744, Fort Bend County, Texas	TX	48	157	75	150	830	6370	2.35%

**CDBG-MIT: Budget Justification of Retail Costs
(Former Table 2)**

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

Applicant/Subrecipient:	Fort Bend County					
Site/Activity Title:	Brazos River Erosion at Memorial Park					
Eligible Activity:						
Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total
Site Preparation	\$ 400,000.00	LS	1	\$ 400,000	\$ -	\$ 400,000
NPDES SWPPP	\$ 25,000.00	LS	1	\$ 25,000	\$ -	\$ 25,000
Clearing and Grubbing	\$ 1.00	SY	75000	\$ 75,000	\$ -	\$ 75,000
Excavation, Stockpile and Backfill	\$ 10.00	CY	53000	\$ 530,000	\$ -	\$ 530,000
Excavation and Offsite Disposal	\$ 20.00	CY	1650	\$ 33,000	\$ -	\$ 33,000
Stone, 18" - 21"	\$ 250.00	CY	33120	\$ 8,280,000	\$ -	\$ 8,280,000
Hydromulch Seeding	\$ 1.00	SY	67500	\$ 67,500	\$ -	\$ 67,500
Engineering	\$ 1,296,575.00	LS	1	\$ 1,296,575	\$ -	\$ 1,296,575
Surveying	\$ 85,000.00	LS	1	\$ 85,000	\$ -	\$ 85,000
Geotechnical Services	\$ 30,000.00	LS	1	\$ 30,000	\$ -	\$ 30,000
	\$ -		0	\$ -	\$ -	\$ -
	\$ -		0	\$ -	\$ -	\$ -
	\$ -		0	\$ -	\$ -	\$ -
	\$ -		0	\$ -	\$ -	\$ -
	\$ -		0	\$ -	\$ -	\$ -
	\$ -		0	\$ -	\$ -	\$ -
	\$ -		0	\$ -	\$ -	\$ -
	\$ -		0	\$ -	\$ -	\$ -
	\$ -		0	\$ -	\$ -	\$ -
TOTAL				\$ 10,822,075	\$ -	\$ 10,822,075

1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.

Annual maintenance of stone erosion protection and vegetation of slopes is estimated to be around \$12,000.

2. Identify and explain any special engineering activities.

None



Huitt-Zollars Inc.
Firm Registration No. F-761

Seat

Date:	12/8/2022
Phone Number:	281-496-0066


Signature of Registered Engineer/Architect
Responsible For Budget Justification:

Memorial Park				
	Total Cost	Fort Bend County	City of Sugar Land	Total Cost
Construction	\$ 9,410,500.00	\$ 7,710,500.00	\$ 1,700,000.00	\$ 9,410,500.00
Engineering	\$ 1,411,575.00	\$ 1,208,075.00	\$ 203,500.00	\$ 1,411,575.00
Administration	\$ 425,000.00	\$ 296,700.00	\$ 128,300.00	\$ 425,000.00
Total	\$ 11,247,075.00	\$ 9,215,275.00	\$ 2,031,800.00	\$ 11,247,075.00

EXHIBIT B



**Texas General Land Office
Community Development and Revitalization Division
Mitigation – Local Certifications**

Each Applicant for Community Development Block Grant Mitigation ("CDBG-MIT") funding must complete Federal Assistance Standard Form 424 (SF-424) and certify that local certifications included in this application guide were followed in the preparation of any CDBG-MIT program application. Additionally, Applicant must certify that it will continue to follow local certifications in the event that funding is awarded and Applicant is reclassified as a Subrecipient.

Each Applicant/Subrecipient must comply with the provisions of the National Environmental Policy Act ("NEPA"), the Council on Environmental Quality ("CEQ") regulations, the requirements set forth in Title 24 of the Code of Federal Regulations ("CFR") part 58, and applicable Texas General Land Office policy directives.

Each Applicant/Subrecipient must comply with all applicable federal and state laws, including environmental, labor (Davis-Bacon Act), the procurement procedures and contract requirements found at 2 C.F.R. §200.318 – §200.326, and all civil rights requirements.

Each Applicant/Subrecipient certifies, as outlined in 84 FR 45838 (August 30, 2019), the following:

A. The Applicant/Subrecipient certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with CDBG-MIT funds.

B. The Applicant/Subrecipient certifies its compliance with restrictions on lobbying as required by 24 C.F.R. part 87, together with disclosure forms, if required by part 87.

C. Any entity or entities designated by the subrecipient, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-MIT funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and the federal register notice. The subrecipient certifies that activities to be undertaken with CDBG-MIT funds are consistent with the Action Plan.

D. The Applicant/Subrecipient certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Act ("URA"), as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for CDBG-MIT funds.

E. The Applicant/Subrecipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 C.F.R. part 135.

F. The Applicant/Subrecipient certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.115 or §91.105 (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each local government receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR §570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

G. The Applicant/Subrecipient certifies that it is complying with each of the following criteria:

1) Funds will be used solely for necessary expenses related to mitigation activities, as applicable, in the most impacted and distressed areas for which the President declared a major disaster in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. §5121 et seq.).

2) With respect to activities expected to be assisted with CDBG-MIT funds, the relevant action plan has been developed to give priority to activities that will benefit low- and moderate-income families.

3) The aggregate use of CDBG-MIT funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the CDBG-MIT grant amount is expended for activities that benefit such persons.

4) The Applicant/Subrecipient will not attempt to recover any capital costs of public improvements assisted with CDBG-MIT funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

i. CDBG-MIT funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or

ii. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

H. The Applicant/Subrecipient certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), the Fair Housing Act (42 U.S.C. §3601-§3619), and implementing regulations, and that it will affirmatively further fair housing.

I. The Applicant/Subrecipient certifies that it has adopted and is enforcing the following policies, and, in addition, must certify that they will require local governments that receive grant funds to certify that they have adopted and are enforcing:

1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

J. The Applicant/Subrecipient certifies that it (and any administering entity) currently has or will develop and maintain the capacity to carry out mitigation activities, as applicable, in a timely manner and that the subrecipient has reviewed the respective requirements of this notice.

K. The Applicant/Subrecipient certifies that it will not use CDBG-MIT funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the state, local, or tribal government or delineated as a Special Flood Hazard Area (or 100-year floodplain) in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 C.F.R. part 55. The relevant data source for this provision is the state, local, and tribal government land use regulations and hazard mitigation plans and the latest-issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

L. The Applicant/Subrecipient certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, I, K, and R.

M. The Applicant/Subrecipient certifies that it will comply with environmental requirements at 24 CFR part 58.

N. The Applicant/Subrecipient certifies that it will comply with applicable laws.

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. §287; 18 U.S.C. §1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, §1001.

Printed Name of Authorized Signatory

Date

Signature of Authorized Signatory



City Council Agenda Request

August 4, 2026

Agenda Request No: VI.D.

Agenda of: City Council Meeting

Initiated by: Alence Poudel, Engineering Manager

Presented by: Alence Poudel, Engineering Manager

Responsible Department: Engineering

Agenda Caption:

CONTRACT WITH WW PAYTON CORPORATION

Consideration of and action on the authorization of the execution of a Contract with WW Payton Corporation for the Groundwater Plant Generator and Right Angle Drive (RAD) Replacement Program, CIP CWA2406, in the amount of \$3,450,000.00 and approve a Budget Amendment in the amount of \$2,800,000.00 from CIP CWA2601 to CIP CWA2406.

Recommended Action:

Authorize a Construction Contract with WW Payton Corporation for the Groundwater Plant Generator and Right Angle Drive (RAD) Replacement Program, CIP CWA2406, in the amount of \$3,450,000.00, and authorize a budget amendment transfer in the amount of \$2,800,000.00 from CIP CWA2601 Groundwater Plant Generator and Right Angle Drive (RAD) Replaceent Program to CWA2406 Groundwater Plant Generator and Right Angle Drive (RAD) Replacement Program.

Executive Summary:

The City of Sugar Land operates twelve groundwater plants and one surface water treatment plant. Through CIP CWA2204, the City completed a comprehensive condition assessment of emergency generators and right-angle drives (RADs). The assessment identified several assets at the City's groundwater plants that were in moderate to poor condition and in need of rehabilitation or replacement. These assets are critical to maintaining reliable water production during power interruptions and emergency operating conditions.

In FY2024, City Council authorized Kalluri Group, Inc. (KGI), a pre-qualified engineering firm, to prepare design documents for generator and RAD improvements at the First Colony and Sugar Creek groundwater plants. The project was previously advertised under ITB No. 2026-ITB-004. After bid opening, staff identified issues related to how certain pricing items were displayed and entered within the OpenGov electronic bid form

compared to the ITB attachments. To maintain a fair and consistent bidding process, City Council rejected all bids and authorized staff to rebid the project.

The project was re-advertised under ITB No. 2026-ITB-022, through OpenGov Procurement on May 6, 2026. Electronic bids were received on June 4, 2026, at 11:00 a.m. A total of four bids were received.

The base bid scope includes improvements at the Sugar Creek Water Plant, including installation of a new diesel generator with a base fuel tank, a service entrance rated automatic transfer switch (ATS), and a dual-purpose docking station. The work also includes site preparation, concrete foundations, slabs, platforms, grating, handrails, removal of existing equipment, demolition of existing concrete pads, and final site grading.

The alternate bid scope includes improvements at the First Colony Water Plant, including rehabilitation of the existing ATS and installation of a new diesel generator with a sub-base fuel tank and dual-purpose docking station. The alternate work also includes installation of twelve diesel fuel management systems, rust prevention, painting, and protective coatings for existing fuel tank, exhaust, and engine components.

Below is the summary bid tabulation:

Contractor	Total Base Bid	Alternate Bid	Total Base Bid + Alternate	Engineer's Estimate
McDonald Municipal & Industrial	\$1,723,469.00	\$1,948,469.00	\$3,671,938.00	
W.W. Payton Corporation	\$1,750,000.00	\$1,700,000.00	\$3,450,000.00	
Gadberry Construction Company, Inc.	\$2,242,278.00	\$2,557,616.00	\$4,799,894.00	\$3,998,242.00
Sullivan Contracting Services	\$2,453,695.00	\$2,829,766.00	\$5,283,461.00	

The design consultant, KGI, has reviewed the bids and recommends award of the construction contract to W.W. Payton Corporation, contingent upon City Council approval and verification of required bonds and insurance. W.W. Payton Corporation has experience performing multidisciplinary water and wastewater infrastructure projects, and the City has had positive working experience with the firm. This decision to award is based on the competitive price compared to the Engineer's Estimate and the contractor's proven track record in handling projects of similar scope and size. After reviewing the bids, City Staff recommends awarding the contract to the lowest responsive bidder for the combined base bid and alternate bid, W.W. Payton Corporation, in the total amount of \$3,450,000.00.

The current fund balance in CWA2406 Groundwater Plant Generator and Right Angle Drive (RAD) Replacement Program is \$1,053,115.00, and there are not enough funds to fully fund this project. To fund the remainder of this project, the Engineering, Utilities, and Budget departments recommend a budget amendment to transfer \$2,800,000.00 from CIP CWA2601 Groundwater Plant Generator and

Right Angle Drive (RAD) Replacement Program (CWA2601-6029205-621020-CONSTRUCT, 6029205-621015-DESIGN) fund balance to CWA2406 Groundwater Plant Generator and Right Angle Drive (RAD) Replacement Program (CWA2406-6049205-621020-CONSTRUCT).

Following this amendment, the available budget for construction and construction administration under CWA2406 will total \$3,853,115.00.

A notice to proceed (NTP) will be provided in August 2026, upon Council approval of this item. The construction is anticipated to take 480 calendar days to complete. In accordance with Policy CO-110, Notification of Construction Impacts and Service Interruptions, the project is classified as a Neighborhood Project located on City property and inside fences. No service interruptions are anticipated. Staff will provide notification via door hangars, mail-outs, and one-on-one communications, as needed.

The Engineering and Utilities departments recommend that City Council authorize execution of a construction contract with W.W. Payton Corporation for the Groundwater Plant Generator and Right Angle Drive (RAD) Replacement Program, CIP CWA2406, in the amount of \$3,450,000.00, and approve a Budget Amendment in the amount of \$2,800,000.00 from CIP CWA2601 to CIP CWA2406.

Budget

Expenditure Required: \$3,450,000.00

Current Budget: \$1,053,115.00

Additional Funding: \$2,500,000.00 from 6029205-621020-CWA2601; \$300,000.00 from 6029205-621015-CWA2601

Funding Source: Revenue Bond

Account Number (ORG-OBJ-Project): 6049205-621020-CWA2406

Attachments

1. Cover Page Contract Council

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not For Building Construction Projects)
(Rev. 8-13-24)

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: Wesley W. Payton

Title: President

Date:



II. Summary of Contract Terms.

Project: CIP No. CWA2406/2409 Groundwater Plant Generator and Right Angle Drive (RAD) Maintenance Program

Contractor: W.W. Payton Corporation, 30655 FM 529, Brookshire, TX 77423

Name of Engineering Firm, if any: Kalluri Group, Inc.

Name of Owner's Project Manager: Alence Poudel, P.E.

Base Bid: \$1,750,000.00

Alternate Bid Item Nos.: _____

Total Alternate Bid Items Amount: \$1,700,000.00

Contract Price (Base Bid + Alternates): \$3,450,000.00, 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 **480** Calendar Days from



City Council Agenda Request

August 4, 2026

Agenda Request No: VI.E.

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 INFRASTRUCTURE CONSULTING & ENGINEERING, LLC

Consideration of and action on the authorization of the execution of a professional services contract with Infrastructure Consulting & Engineering, LLC for the design of Sweetwater Blvd Reconstruction Phase II, CIP CMB2804, in the amount of \$677,329.95.

Recommended Action:

Authorize the execution of a professional services contract with Infrastructure Consulting & Engineering, LLC for the design of Sweetwater Blvd. Reconstruction Phase II, CIP CMB2804, in the amount of \$677,329.95

Executive Summary:

In November 2023, Fort Bend County voters approved the 2023 Mobility Bond Program, which includes multiple mobility projects within the City of Sugar Land's jurisdiction. Building on this regional investment, Sugar Land voters approved Proposition B in November 2024, authorizing the City to issue up to \$118 million in bonds dedicated to streets, sidewalks, and mobility improvements.

On November 18, 2025, City Council approved the Interlocal Agreement (ILA) with Fort Bend County for City-Managed Mobility Projects, and the agreement was subsequently approved by the Fort Bend County Commissioners Court on December 4, 2025.

The partnership and associated projects directly support the priorities outlined in Sugar Land's 2023 Mobility Master Plan, which emphasizes enhanced mobility, multimodal connectivity, and safety. Regular reporting, coordination, and oversight measures included in the agreement ensure transparency and accountability throughout project delivery.

The Sweetwater Blvd Reconstruction Phase II Project advances these goals by providing enhanced accessibility, improving multimodal connectivity, and supporting safer travel along Sweetwater Boulevard between US 59 and Palm Royale Boulevard. Key improvements include:

- Reconstruction of select concrete pavement panels
- Replacement of aging storm sewer inlets
- Widening the existing sidewalk to a 10-foot shared-use path on the north side of the corridor
- Construction of a 5-foot sidewalk on the south side.
- Pedestrian bridge plank replacement

Under the ILA's Roles and Responsibilities, Fort Bend County selects consultants for design and related services from the City's pre-qualified list, after which the City contracts with and manages the selected consultant. The City is responsible for project design using City standards, as well as bidding, contracting, and construction management, including oversight of change orders and payment processing. The County retains the ability to review project plans, conduct inspections, and provide comments. For the CIP CMB2804 project, the County selected Infrastructure Consulting & Engineering, LLC as the design consultant.

Infrastructure Consulting & Engineering, LLC will provide full design services for the Sweetwater Blvd Reconstruction Phase II Project, including:

- Project management
- Topographic surveying
- Tree inventory and tree protection plan
- Production of 30%, 60%, 90%, and 100% design submittals, including: roadway plans, shared-use path layout, traffic control plans, signing and pavement markings, construction cost estimates
- Bidding support
- Permitting support

Per the ILA's Payments and Funding provisions, the County will contribute 50% of the total project costs (up to the maximum amount established for each project) and 100% of the design costs up front. A formal request for these funds will be submitted to the County once the contract is approved.

The Engineering Department has negotiated the above scope of work with Infrastructure Consulting & Engineering, LLC for a fee in the amount of \$677,329.95. There is currently \$775,000 available in CIP CMB2804. Design is anticipated to start in September 2026 and be completed in September 2027.

The Engineering and Public Works Departments recommend that the City Council approve a professional services contract with Infrastructure Consulting & Engineering, LLC for the design of Sweetwater Blvd Reconstruction Phase II, CIP CMB2804, in the amount of \$677,329.95.

Budget

Expenditure Required: \$677,329.95

Current Budget: \$775,000.00

Additional Funding: N/A

Funding Source: 2024 GO Bond, 2023 Fort Bend Mobility Bond

Account Number (ORG-OBJ-Project): 5013230-621015-CMB2804

Attachments

1. Signed Contract Page
2. Location Map

**CITY OF SUGAR LAND CONTRACT
FOR PROFESSIONAL ENGINEERING DESIGN
SERVICES FOR CITY FACILITIES**

\$100,000 to \$999,999
(Rev. 1-16-25)

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

CITY OF SUGAR LAND

ENGINEER:

By:

By: Larry Janak, PE

Date:

Date: 6/30/2026

Title:

Title: Executive Vice President - Texas Transportation

Company: Infrastructure Consulting & Engineering, LLC

MATTER NUMBER: 9300M

APPROVED AS TO FORM:



II. General Information and Terms.

Engineer's Name and Address: Infrastructure Consulting & Engineering, LLC Company
15915 Katy Freeway, Suite 300
Houston, Texas 77094

Project Description: Sweetwater Blvd Reconstruction Phase II
(CMB2804) Project

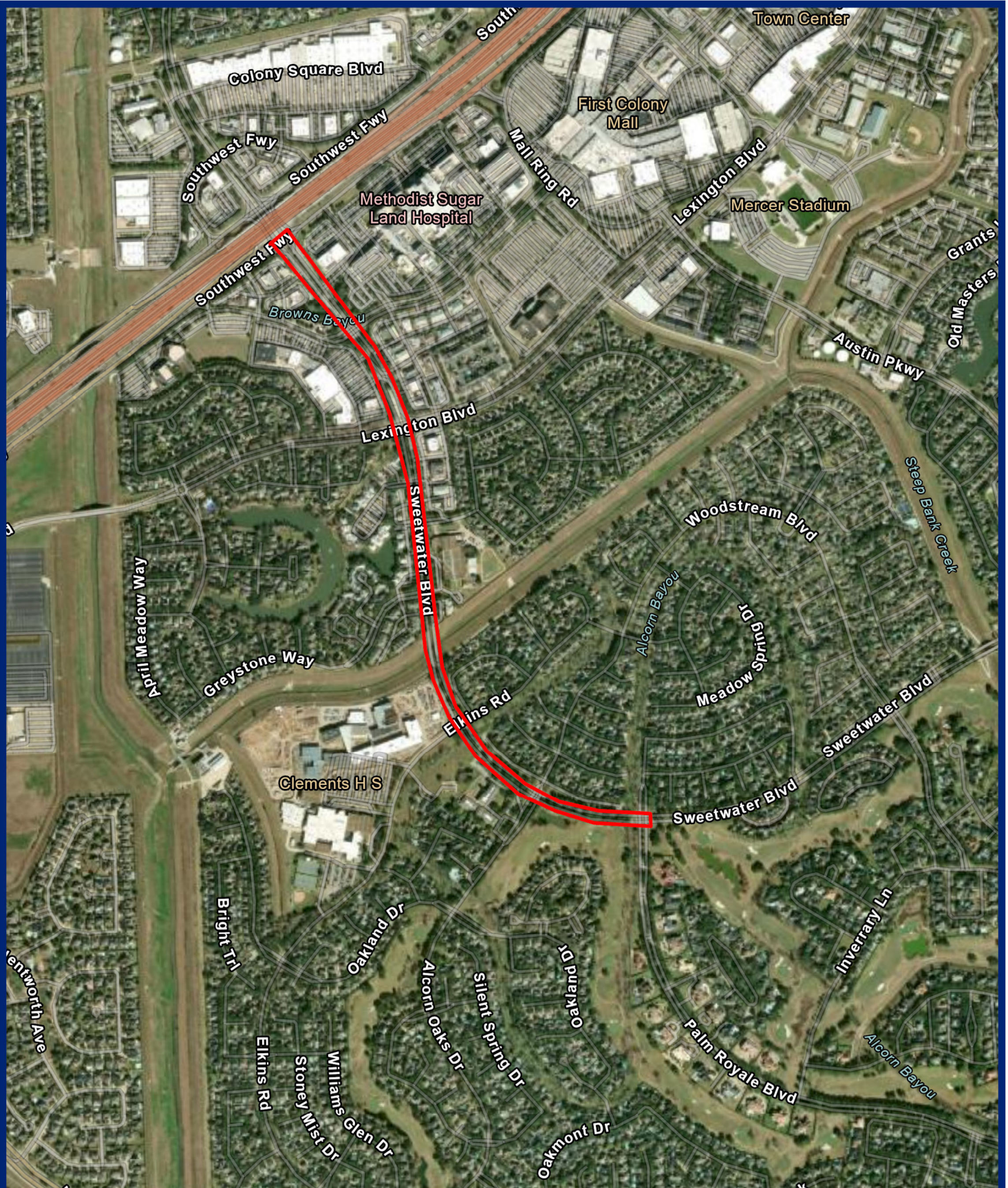
Maximum Contract Amount: \$677,329.95

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

Termination Date: See III.F.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents



CMB2804 - Sweetwater Blvd. Reconstruction Phase II



This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, the City of Sugar Land assumes no liability or damages due to errors, or omissions. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. If any errors are detected, please contact the GIS Division of Information Technology at (281)279-2379.



City Council Agenda Request

August 4, 2026

Agenda Request No: VI.F.

Agenda of: City Council Meeting

Initiated by: Tracey Siu, Fire/EMS Administrator

Presented by: Mark Campise, Fire Chief

Responsible Department: Fire

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-33:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, RATIFYING THE ACCEPTANCE OF THE SOUTHEAST TEXAS REGIONAL ADVISORY COUNCIL (SETRAC) FY26 EMS COUNTY ASSISTANCE FUNDS; DESIGNATING THE CITY MANAGER, OR DESIGNEE, AS AUTHORIZED OFFICIAL TO EXECUTE DOCUMENTS.

Recommended Action:

Staff recommends that the City Council accept reimbursement from SouthEast Texas Regional Advisory Council in the amount of \$5,561.85 for EMS-related supplies.

Executive Summary:

Southeast Texas Regional Advisory Council (SETRAC) has notified Sugar Land Fire Department that they have been awarded \$5,561.85 in direct reimbursement for proof of FY26 allowable expenditures such as EMS-related supplies. The purpose of the EMS allotment funds are to assist in the enhancement and delivery of patient care in the EMS and trauma care system. The total allotted amount for Fort Bend County is \$37,079.00 with \$5,561.85 allocated for reimbursement to Sugar Land Fire Department.

The Sugar Land Fire Department recommends that City Council approve Resolution No. 26-33, accepting a FY2026 County Assistance Funds from the Southeast Texas Regional Advisory Council (SETRAC) in the amount of \$5,561.85.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): 1018110-531004

Attachments

1. Resolution 26-33
2. Exhibit A County Fund Agreement FY26_Fort Bend County_Sugar Land FD(v1)

RESOLUTION NO. 26-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, RATIFYING THE ACCEPTANCE OF THE SOUTHEAST TEXAS REGIONAL ADVISORY COUNCIL (SETRAC) FY26 EMS COUNTY ASSISTANCE FUNDS; DESIGNATING THE CITY MANAGER, OR DESIGNEE, AS AUTHORIZED OFFICIAL TO EXECUTE DOCUMENTS.

WHEREAS, the City Council of the City of Sugar Land ("City") finds it in the best interest of the citizens of the City to accept the SouthEast Texas Regional Advisory Council (SETRAC) FY26 EMS County Assistance Funds, to support and strengthen Sugar Land Fire Department (SLFD) Emergency Medical Services (EMS) system capabilities; NOW, THEREFORE,

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

Section 1. That the City Council approves and ratifies the actions of the City Manager, or his designee, taken on behalf of the City and its citizens with respect to the SouthEast Texas Regional Advisory Council (SETRAC) FY26 EMS County Assistance Funds.

Section 2. That the City Council accepts the SouthEast Texas Regional Advisory Council (SETRAC) FY26 EMS County Assistance Funds, and ratifies the City Manager, or his designee, acceptance of the SETRAC EMS County Assistance Funds, attached hereto and incorporated herein by reference as Exhibit A.

Section 3. That the City Manager, or his designee, is designated as authorized official to execute all documents on behalf of the City of Sugar Land.

APPROVED on _____, 2026.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Attachment: Exhibit A – SETRAC FY26 County Fund Agreement



Exhibit A

Chairman	Dr. Brent Kaziny
Past Chair	Dr. David Persse
Vice Chairman Hospital Services	Sterling Taylor
Vice Chairman Pre-Hospital Services	James Campbell
Secretary	Walter Morrow
Treasurer	Lon Squyres
Officer-at-Large	Dr. Kevin Schulz
Chief Executive Officer	Lori Upton

SouthEast Texas Regional Advisory Council (Trauma Service Area Q) *Austin, Colorado, Fort Bend, Harris, Matagorda, Montgomery, Walker, Waller, and Wharton Counties*

SETRAC FY26 County Fund Agreement

EMS County Assistance (Pass-Through) Funds are state-allocated funds distributed through SETRAC to eligible EMS providers licensed by the Texas Department of State Health Services (DSHS) that provide 911 response and/or emergency transfer services. These funds support and strengthen local EMS system capabilities.

For FY26, Fort Bend County's total allocation is \$37,079.00. Based on SETRAC Executive Committee approved distribution criteria, your agency is eligible to receive **\$5,561.85**, less any deductions selected below.

This program operates on a reimbursement basis. Agencies must submit supporting documentation which includes paid invoices and proof of payment. To allow adequate time for processing, please submit all documents to SETRAC by **June 1, 2026¹**. Eligible expenses must occur between September 1, 2025, and June 1, 2026.

Eligibility Requirements

Agencies must:

- Have an active and current EMS Provider License by DSHS
- Provide 911 response and/or emergency transfers
- Meet SETRAC participation requirements
- Follow RAC regional destination and transport protocols
- Comply with Texas Administrative Code §157.130

Allowable Expenses

- EMS operational expenses
- EMS supplies and equipment
- EMS education and training
- Ambulances (other vehicles require prior DSHS approval)
- EMS communication systems

¹ Failure to submit required documentation by the stated deadline may result in forfeiture and reallocation of funds. Any reallocated funds will be transferred to the Regional Projects Fund for distribution as determined by the SETRAC EMS Committee.

Non-Allowable Expenses

- Buildings or real property (without prior DSHS approval)
- Food (except allowable travel meals)
- Investments (such as stocks, bonds, or mutual funds)
- Lobbying-related expenses

Optional Deductions

- ☐ No deductions – Receive full allotted amount
- ☐ CARES (Cardiac Arrest Registry to Enhance Survival)

	Type of Subscription	Population	Annual Cost
☐	Small Agency	≤ 300,000	\$1,500
☐	Medium Agency	300,001-750,000	\$3,250
☐	Large Agency	≥ 750,001	\$6,000

Signature

I, _____, an authorized representative of
 _____, agree to the terms and requirements of this
 SETRAC FY26 County Fund Agreement.

Signature

Date



City Council Agenda Request

August 4, 2026

Agenda Request No: VI.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:

SECOND 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;

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- (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

August 4, 2026

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Jonathan Braun, Assistant City Engineer

Presented by: Jonathan Braun, Assistant City Engineer

Responsible Department: Engineering

Agenda Caption:

PUBLIC HEARING 5:30 P.M.: Receive and hear all persons desiring to be heard on the proposed change in land use of approximately three acres of Imperial Park, located at 7750 Highway 90A, for the construction of a new Animal Shelter facility.

Recommended Action:

Receive and hear all persons desiring to be heard on the proposed change in land use of park land of a designated portion of Imperial Park.

Executive Summary:

Background

The existing Animal Shelter is a 2,746 square foot single-story building located on the Public Works campus. Opened in 2008, the facility has exceeded its operational capacity and can no longer manage the expanding animal population handled by the City. In 2016, a consultant-led study evaluated expansion requirements, which was subsequently updated in 2024 to reflect current municipal needs.

Site Selection & Alternatives Analysis

In May 2024, the City initiated a comprehensive study to identify the optimal location for the new Animal Shelter, investigating four privately-held commercial properties and five municipally owned sites. While commercial sites were deemed imprudent due to high land acquisition and remodel costs, lack of specialized infrastructure, and zoning considerations, a comparative analysis of City-owned properties was conducted to find the most feasible location.

The evaluation of alternative municipal sites (including the Public Safety Complex, Eldridge Park, Oyster Creek Park, and the North Alt. 90 site) revealed several recurring constraints that made them less feasible for this project:

- Operational & Access Constraints
- Limited public visibility
- Flooding concerns
- Limited space
- Community impacts to residential areas

Imperial Park was identified as the only location that balanced technical requirements with community preservation:

- Superior visibility from Highway Alt. 90
- Sufficient space for loading and animal security
- **Synergy with park amenities**
- **Pedestrian friendly**
- Distance from residential areas

Project Scope

The 2024 Needs Assessment defined a building size of approximately **23,000 square feet**. The subject property is an approximate **3-acre portion** of 40-acre Imperial Park (7750 HWY 90A), legally described as being situated in the **Alexander Hodge League, Abstract No. 32**.

Stakeholder Coordination & Mitigation

To ensure the project minimizes harm to existing park operations, staff coordinated with the Parks and Recreation Department and the **local softball league**. Based on league feedback regarding game-day operations, the design team made specific site layout adjustments to mitigate impacts on parking and pedestrian flow. Ongoing coordination will ensure the shelter remains a complementary neighbor to the park's recreational activities.

Legal Requirements & Mandatory Findings

This hearing is held in accordance with **Chapter 26 of the Texas Parks and Wildlife Code**. To approve the change in land use, City Council must make the following formal findings based on the evidence presented:

1. **No Feasible and Prudent Alternative:** There is no feasible and prudent alternative to the use or taking of such land based on the comprehensive investigation of nine local sites.
2. **Planning to Minimize Harm:** The project includes all reasonable planning to minimize

harm to the land as a park resulting from the use. This is demonstrated by the facility's peripheral location (occupying approximately 7% of the total park area) and the preservation of all existing active recreational amenities.

Public Notice

Notice of this public hearing was published in the Fort Bend Independent for three consecutive weeks on the following dates:

- Public Notice #1: June 10, 2026
- Public Notice #2: June 17, 2026
- Public Notice #3 (Final): June 24, 2026

Recommendation

Staff recommends that City Council receive and hear all persons desiring to speak regarding the proposed change in use for the designated portion of Imperial Park.

Budget

Expenditure Required: N/A

Current Budget: N/A

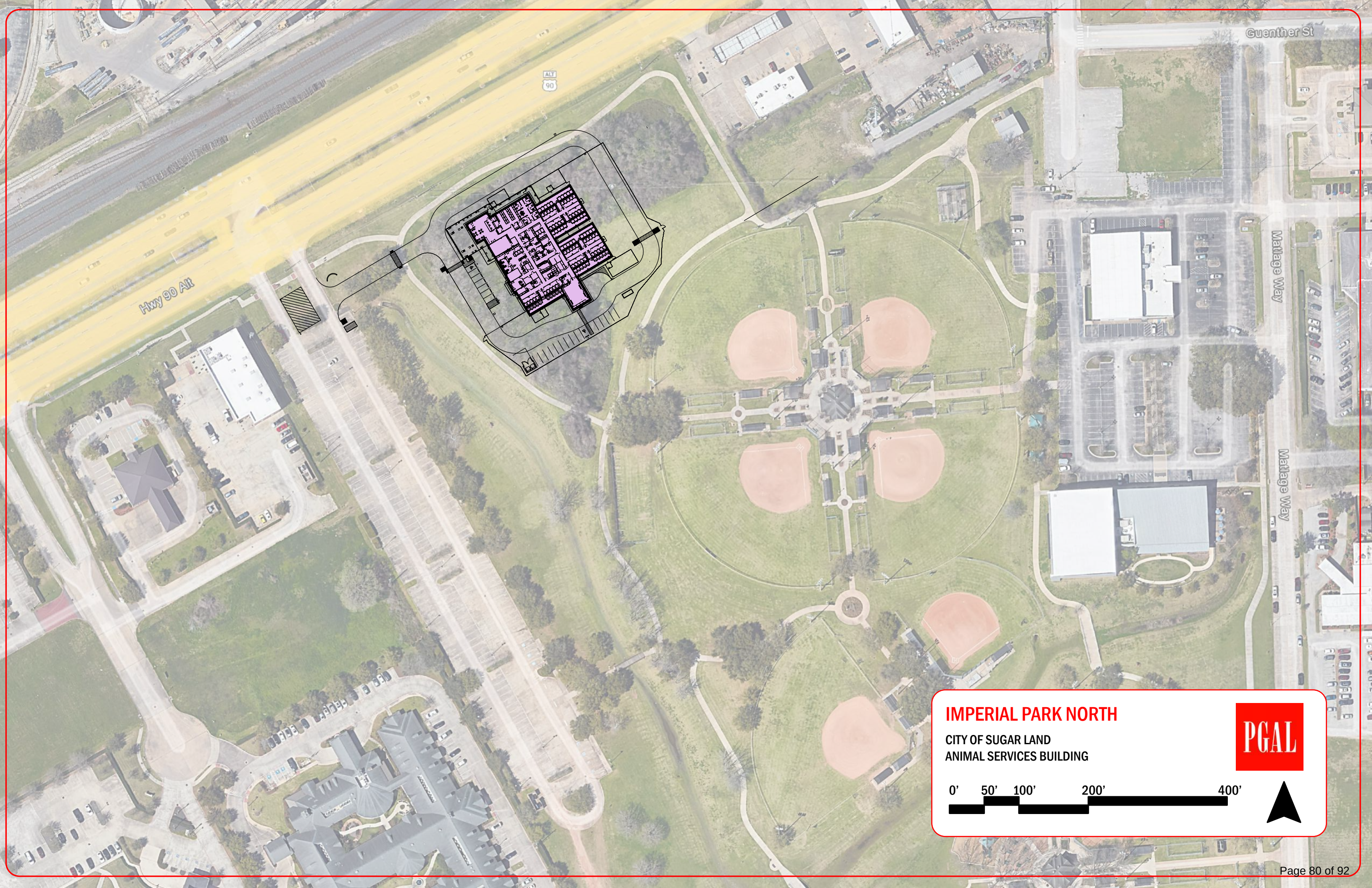
Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. City of Sugar Land - Animal Services Site Plan



Cuenether St

Matlage Way

Matlage Way

Hwy 90 Alt

ALT
90

IMPERIAL PARK NORTH

CITY OF SUGAR LAND
ANIMAL SERVICES BUILDING





City Council Agenda Request

August 4, 2026

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: Jonathan Braun, Assistant City Engineer

Presented by: Jonathan Braun, Assistant City Engineer

Responsible Department: Engineering

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-26:** A RESOLUTION OF THE CITY OF SUGAR LAND, TEXAS MAKING REQUIRED FINDINGS UNDER TEXAS PARKS AND WILDLIFE CODE § 26.001, APPROVING THE ANIMAL SHELTER LOCATION AND AUTHORIZING THE USE OF APPROXIMATELY 3 ACRES OF AN APPROXIMATELY 39.81 ACRE TRACT PREVIOUSLY DESIGNATED AND USED AS PUBLIC PARK, THE SAME BEING LOCATED AT 7750 HWY 90A, SUGAR LAND, TX 77478 IN SUGAR LAND TEXAS AND BEING COMMONLY KNOWN AS IMPERIAL PARK; FINDING THAT ALL NOTICE AND HEARING REQUIREMENTS HAVE BEEN MET; AND PROVIDING AN EFFECTIVE DATE.

Recommended Action:

Approval of Resolution 26-26 making the required findings under Texas Parks and Wildlife Code § 26.001 and authorizing the change in land use for the designated portion of Imperial Park.

Executive Summary:

Background

This item follows the public hearing conducted under Agenda Item X.A. Per **Texas Parks and Wildlife Code § 26.001**, the City Council must formally adopt a resolution making specific findings of fact before the change in use of parkland can be authorized. This resolution codifies the evidence presented regarding the proposed **Municipal Animal Shelter** at **Imperial Park**.

Statutory Findings

Based on the data, site studies, and public testimony received, this resolution establishes that:

1. **No Feasible and Prudent Alternative:** A comprehensive evaluation of nine potential sites (five municipal and four commercial) determined that the Imperial Park location is

the only viable site meeting all operational and visibility requirements.

2. **Reasonable Planning to Minimize Harm:** The project has been designed to minimize impact on the park's recreational mission. This includes utilizing a peripheral 3-acre footprint (~7% of total land) and incorporating design adjustments made in coordination with the Parks Department and the local softball league to preserve game-day operations.

Procedural Compliance

Approval of this resolution confirms that the City has satisfied all state-mandated requirements, including the three-week publication of notice in the *Fort Bend Independent* (June 10, 17, and 24, 2026) and the conducting of a formal public hearing.

Recommendation

Staff recommends approval of the Resolution making the required findings under Texas Parks and Wildlife Code § 26.001 and authorizing the change in land use for the designated portion of Imperial Park.

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. 1.3 Imperial Park Resolution - Change in Use 5-15-26

RESOLUTION 26-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS MAKING REQUIRED FINDINGS UNDER TEXAS PARKS AND WILDLIFE CODE § 26.001, APPROVING THE ANIMAL SHELTER LOCATION AND AUTHORIZING THE USE OF APPROXIMATELY 3 ACRES OF AN APPROXIMATELY 39.81 ACRE TRACT PREVIOUSLY DESIGNATED AND USED AS PUBLIC PARK, THE SAME BEING LOCATED AT 7750 HWY 90A, SUGAR LAND, TX 77478 IN SUGAR LAND TEXAS AND BEING COMMONLY KNOWN AS IMPERIAL PARK; FINDING THAT ALL NOTICE AND HEARING REQUIREMENTS HAVE BEEN MET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sugar Land, Texas (“City”) owns and maintains an approximately 39.81-acre tract of land located at 7750 Hwy 90A, Sugar Land, TX 77478, commonly known as Imperial Park, which has been previously designated and used as park land (the “Park”); and

WHEREAS, approximately 3 acres of the Park has been proposed for a change in use for a proposed animal shelter (the “Project”); and

WHEREAS, the Texas Parks and Wildlife Code, Chapter 26 (Sections 26.001 through 26.004), requires that before a municipality may approve any program or project that requires the use or taking of any public land designated and used as park land, the governing body of such public municipality must determine that there is no feasible and prudent alternative to the use or taking of such land, and that the program or project includes all reasonable planning to minimize harm to the remainder of the park; and

WHEREAS, prior to making this determination, notice must be given and a public hearing be held relative to the proposed use of park land; and

WHEREAS, the notices and public hearing required by Texas Parks and Wildlife Code § 26.002 have been provided; and

WHEREAS, having further evaluated all reasonable alternatives to the use of such park land, including alternative locations and designs, and having further evaluated the minimization of harm to the park land, the City’s City Council now makes the required factual findings and has determined that it is necessary to authorize the change in use of approximately 3 acres of the Park for the Project; NOW, THEREFORE,

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

Section 1. That the City Council adopts the findings and recitals set forth in the preamble of this Resolution.

Section 2. That the City Council hereby approves the location of the proposed animal shelter and, having considered the facts and matters presented in the public hearing and otherwise, the City Council hereby finds and determines that:

1. There is no feasible and prudent alternative to the change in use of the approximately 3 acres of subject park land located in Imperial Park for the stated non-park purpose for the City's proposed animal shelter; and
2. The proposed animal shelter includes all reasonable planning to minimize harm to the land as a park resulting from the change in use of approximately 3 acres.

Section 3. Subject to compliance with all applicable laws, regulations, permits, and conditions, the change in use of the approximately 3 acres of park land out of Imperial Park for the stated non-park purpose of an animal shelter is hereby authorized.

Section 4. This Resolution shall take effect immediately upon its adoption.

APPROVED on _____, 2026

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

DAnn Shu Smith

Linda Mendenhall, City Clerk



City Council Agenda Request

August 4, 2026

Agenda Request No: VIII.B.

Agenda of: City Council Meeting

Initiated by: Christian Eubanks, Environmental Manager

Presented by: Katie Clayton, Director of Utilities

Responsible Department: Utilities

Agenda Caption:

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

Recommended Action:

Approve on second reading Ordinance No. 2406, 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 first reading of Ordinance No. 2406 was approved with a 6-1 vote during the July 21, 2026 Council Meeting. The Utilities Department recommends that the City Council approve the second 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

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

August 4, 2026

Agenda Request No: X.A.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Carol McCutcheon, Mayor

Responsible Department: Council and Board

Agenda Caption:

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

Section 551.074 Personnel Matters:

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

Recommended Action:

Executive Summary:

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

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

Attachments

None