



CITY OF SUGAR LAND

CITY COUNCIL AGENDA

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

TUESDAY, SEPTEMBER 7, 2021

CITY COUNCIL MEETING

CITY COUNCIL CHAMBER

5:30 P.M.

I. ATTENTION:

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

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

INVOCATION

Council Member William Ferguson

PLEDGE OF ALLEGIANCE TO THE FLAG

Council Member William Ferguson

RECOGNITION

**MUBASHIR CHAUDHRY, DRPH
FOUNDER OF PATIENT BENEFIT FOUNDATION**

Joe Zimmerman, Mayor

**NATIONAL SUICIDE PREVENTION MONTH
SEPTEMBER 2021**

*Star Gilani, Economic Development Liaison
Suzanne Gray, Cultural Arts Manager*

**PAULA KUTCHKA
RECOGNITION OF SERVICE
TEXAS MUNICIPAL HUMAN RESOURCES ASSOCIATION PRESIDENT**

Douglas Brinkley, Assistant City Manager

II. PUBLIC COMMENT / PUBLIC HEARING

- A. Option 1:** Members of the public desiring to submit written comments to be read during the

Public Comment or Public Hearing portions of the meeting, will be allowed to submit their comments to the Office of the City Secretary (citysec@sugarlandtx.gov). Written/e-mailed comments must be received by 3:00 p.m., Tuesday, September 7, 2021.

Option 2: Members of the public desiring to participate virtually during the set/posted time of the Public Comment or Public Hearing must e-mail (citysec@sugarlandtx.gov) or call ((281) 275-2730) the Office of the City Secretary by 3:00 p.m., Tuesday, September 7, 2021. Once properly registered, the Office of the City Secretary will provide instructions for direct participation during the Public Hearing.

Option 3: Members of the public desiring to address the City Council, Board and/or Commission in person with regard to matters on the agenda must complete a "Request to Speak" form and give it to the City Secretary, or designee, prior to the beginning of the meeting.

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

The City of Sugar Land reserves the right to remove any written/mailed comments deemed inappropriate or not adhering to the public comment rules outlined in this notice. The City reserves the right to not read any comments containing -

- Links to for-profit sites
- Advertising
- Promotion of illegal activities
- Sexual oriented/explicit comments and sites
- Information promoting discrimination/harassment
- Political/religious rhetoric, advocacy, or commentary

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

III. 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. SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2239:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2021-01 FOR A 7.4447 ACRE TRACT OF LAND LOCATED IN SUGAR LAND, TEXAS AT 12639 W. AIRPORT BLVD., SUGAR LAND, TEXAS.

Alba Penate-Johnson, Business Development Manager

- B.** Consideration of and action on authorization of a Contract with Recs Signs, LLC, DBA Signarama, in the amount of \$194,700.00, for Phase III of the Comprehensive Wayfinding Signs Program, CIP CST1802.

Greg Nichols, Senior Project Manager

- C.** Consideration of and action on authorization of a Professional Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$106,000.00, for the Brazos River Turnaround Alternate Traffic Study, CIP CST2103.

Monique Johnson, Transportation & Mobility Innovation Manager

- D. Consideration of and action on authorization of a Memorandum of Understanding between the 1) Woody Williams Foundation; 2) the Sugar Land Texas Gold Star Families Memorial Monument Committee; 3) the Sugar Land Legacy Foundation; and 4) the City of Sugar Land, Texas, for the establishment of a Gold Star Families Memorial Monument and monument site to be located in Sugar Land Memorial Park.

Daphne McKinney, Strategic Planning & Philanthropy Manager

- E. Consideration of an action on the appointment of Don Specks as the Animal Shelter Employee to the Animal Advisory Board.

Joe Zimmerman, Mayor

- F. Consideration of and action on minutes of the August 6, 2021, August 12, 2021, August 19, 2021, and August 26, 2021 Budget Meetings; and August 17, 2021 and August 24, 2021 regular meetings.

Thomas Harris III, City Secretary

IV. PUBLIC HEARINGS

- A. **PUBLIC HEARING 5:30 P.M.:** To receive and hear all persons desiring to be heard on the Fiscal Year 2022 proposed budget.

Consideration of and action on setting a date for deliberation and adoption of the Fiscal Year 2022 Budget.

Jennifer Brown, Director of Finance

V. CONTRACTS AND AGREEMENTS

- A. Consideration of and action on authorizing the execution of a Standard Tax Abatement Agreement by and between the City of Sugar Land, Texas, and Bluebonnet Nutrition Corporation, as Owner, pertaining to:

(1) Reinvestment Zone No. 2021-01 a 7.4447 Acre Tract of Land Located In Sugar Land, Texas At 12639 W. Airport Blvd., Sugar Land, Texas: and

(2) Development of a two-story 128,000 square foot building, with a total estimated cost of \$18,000,000.

Alba Penate-Johnson, Business Development Manager

- B. Consideration of and action on authorization of an Interlocal Agreement by and between Fort Bend County, Texas, and the City of Sugar Land, Texas, in the amount of \$3,168,000 from the voter approved 2020 Fort Bend County Park Bond Funds, for the Ditch H Trail Project, CIP CPK1702.

Monique Johnson, Transportation & Mobility Innovation Manager

- C. Consideration of and action on authorization of an Interlocal Agreement by and between Fort Bend County, Texas, and the City of Sugar Land, Texas, in the amount of \$1,485,000 from the voter approved 2020 Fort Bend County Park Bond Funds, for the First Colony Trail Project, CIP CPK1506.

Monique Johnson, Transportation & Mobility Innovation Manager

- D. Consideration of and action on authorization of an Agreement by and between New Territory Residential Community Association, and the City of Sugar Land, Texas, for additional law enforcement services.

Eric Robins, Chief of Police

- E. Consideration of and action on authorization of an Agreement by and between Greatwood Community Association, and the City of Sugar Land, Texas, for additional law enforcement services.

Eric Robins, Chief of Police

VI. ORDINANCES AND RESOLUTIONS

- A. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2241:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER FIVE, ARTICLE XIII OF THE CODE OF ORDINANCES REGARDING SPECIAL EVENTS BY ADDING A DEFINITION FOR AMPLIFICATION DEVICES TO SECTION 5-501 AND AMENDING THE NOISE REGULATIONS IN SECTION 5-506.

Jessica Huble, Interim Public Private Partnership Manager

- B. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2243:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, APPROVING AND ADOPTING THE 2022 SERVICE PLAN; THE 2021 ASSESSMENT ROLL; AND LEVYING ASSESSMENTS FOR THE 2021 CALENDAR YEAR FOR PROPERTY LOCATED IN THE ENCLAVE AT RIVER PARK PUBLIC IMPROVEMENT DISTRICT.

Jennifer Brown, Director of Finance

- C. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2246:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 (FEES FOR VARIOUS CITY SERVICES) AND CHAPTER 5, ARTICLE VIII, DIVISION 3 (RATES AND CHARGES), SECTIONS 5-246-5-265, BY REVISING CITY SERVICE FEES AND OTHER MATTERS RELATED THERETO.

Scott Butler, Director of Budget & Strategy

VII. CITY COUNCIL CITY MANAGER REPORTS

- A. City Council Member Reports
- Community Events Attended or Scheduled
- B. City Manager Report
- Community Events Attended or Scheduled
 - Other Governmental Meetings Attended or Scheduled
 - Council Meeting Schedule

VIII. CLOSED EXECUTIVE SESSION

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

Section 551.071. Consultation with Attorney

To receive legal advice related to the City's transition from Central Square to Tyler Munis.

Meredith Riede, City Attorney

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 FORTY-EIGHT (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 (WWW.SUGARLANDTX.GOV) UNDER MEETING AGENDAS.

Posted this 3rd day of September, 2021 at 4:00 P.M.





City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO:

AGENDA OF: City Council Meeting

INITIATED BY:

PRESENTED BY:

RESPONSIBLE DEPARTMENT: City Secretary

AGENDA CAPTION:
CITY COUNCIL MEETING

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO:

AGENDA OF: City Council Meeting

INITIATED BY:

PRESENTED BY:

RESPONSIBLE DEPARTMENT: City Secretary

AGENDA CAPTION:

CITY COUNCIL CHAMBER

5:30 P.M.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO:

AGENDA OF: City Council Meeting

INITIATED BY:

PRESENTED BY:

RESPONSIBLE DEPARTMENT: City Secretary

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO:

AGENDA OF: City Council Meeting

INITIATED BY: *Joe Zimmerman, Mayor*

PRESENTED BY:
Joe Zimmerman, Mayor

RESPONSIBLE DEPARTMENT: City Manager

AGENDA CAPTION:

MUBASHIR CHAUDHRY, DRPH
FOUNDER OF PATIENT BENEFIT FOUNDATION

RECOMMENDED ACTION:

Recognize Mubashir Chaudhry, DrPH, who is the founder of the Patient Benefit Foundation.

EXECUTIVE SUMMARY:

Dr. Mubashir Chaudhry is the founder of the Patient Benefit Foundation. The Patient Benefit Foundation is a not-for-profit organization that advocates for people without health insurance needing healthcare and surgical procedures. Realizing many factors influence the health and well-being of citizens in a community, a comprehensive approach was adopted by Dr. Chaudhry within the area of his public health expertise. This has made a difference in maintaining and improving health during the COVID-19 pandemic.

The Patient Benefit Foundation is governed by a volunteer board of directors that includes local business, industry, and community leaders. Day-to-day operations and administrative positions are assigned to executive volunteers from the various Universal Surgical Partners companies. This structure allows the Patient Benefit Foundation to operate with the lowest

overhead possible, making more funding available to more patients. The Patient Benefit Foundation functions solely on the donations of generous individuals and organizations throughout the community.

As a representative of the community, Dr. Chaudhry helped develop programs to eliminate the gridlock within the public health domain. Dr. Chaudhry is committed to empowering the Fort Bend County community and providing solutions to achieve public health goals while serving as a responsible advocate.

Some of Dr. Chaudhry's other civic engagements include:

- Member, Philanthropic Council by Shriners Children's Hospital, Houston, Texas, 2018
- Chairman, Healthcare Task Force Committee, Fort Bend County appointed by District Attorney Brian Middleton
- President, Pakistan Chamber of Commerce (PCC-USA) 2019-2020
- Chairman, APPNA Project Evaluation Committee 2020
- Member, Fort Bend Economic Development Council by the Board of Directors, Sugar Land Texas, 2019
- Member, The Alliance Board of Directors, Houston, Texas, 2019-2020
- Nominated Member for Host Committee, Democratic National Convention 2020, in 2019 by Mayor Houston Sylvester Turner
- Chairman, Healthcare Disparity Task-force Committee appointed by Commissioner Adrian Garcia, Harris County, Texas, 2019

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO:

AGENDA OF: City Council Meeting

INITIATED BY: *Dawn Steph, Economic Development Liaison*

PRESENTED BY:

Star Gilani, Economic Development Liaison

Suzanne Gray, Cultural Arts Manager

RESPONSIBLE DEPARTMENT: Economic Development

AGENDA CAPTION:

NATIONAL SUICIDE PREVENTION MONTH
SEPTEMBER 2021

RECOMMENDED ACTION:

Proclaim September as Suicide Prevention Month in the City of Sugar Land.

EXECUTIVE SUMMARY:

September is National Suicide Prevention Month. All month, mental health advocates, prevention organizations, survivors, allies, and community members unite to promote suicide prevention awareness. While suicide prevention is important to address year-round, Suicide Prevention Awareness Month provides a dedicated time to come together with collective passion and strength around a difficult topic. The truth is, we can all benefit from honest conversations about mental health conditions and suicide because just one conversation can change a life.

Nationally, suicide completion rates have surged to a 30 year high, with over 121 individuals dying by suicide daily. Suicide has become the second leading cause of death among people

between the ages of 10 and 34 and the 4th leading cause of death for people between the ages of 35 and 54, according to the CDC.

After our community experienced so many unfortunate events in less than a year, the City created an internal team to identify areas where mental health resources could potentially reach people who need assistance. The City of Sugar Land has partnered with two mental health organizations to install public art with a focus on mental health support and education - the messaging has been provided by these organizations while also connecting individuals to local resources and groups.

Hope for the Day Partnership

Hope for the Day (HFTD) is a non-profit movement empowering the conversation on proactive suicide prevention and mental health education. HFTD's vision is to lead the global conversation on proactive prevention in order to create a cultural shift on how we support mental health in our communities.

For this project, we hope to raise the visibility of mental health information and resources in order to shatter the silence and dispel the stigma surrounding mental health. Working together, we commissioned three murals created by a local artist to be placed in three City parks to include HFTD's core message, It's Ok to Not Be OK. When visitors approach the mural, they can use a cell phone to snap a QR code which will take them to a number of local mental health resources, many of which are free.

To Write Love on Her Arms Partnership

To Write Love on Her Arms (TWLOHA) is a non-profit movement dedicated to presenting hope and finding help for people struggling with depression, addiction, self-injury, and suicide. TWLOHA exists to encourage, inform, inspire, and invest directly into treatment and recovery.

For this project, we will embed TWLOHA slogans, like No One Can Take Away How Far You Have Come, in concrete sidewalks at five locations so people would literally stumble on the messages. Each embedded sidewalk panel will be accompanied by local artisan-made wooden boxes, painted by five different local artists and posted on an adjacent sturdy wooden post. These one-of-a-kind, eye-catching boxes have Plexiglass doors with local mental health resources inside, many of which are free, as well as a tag with a QR code for a cell phone as an alternate way to acquire information. The slogans and boxes would be located in high pedestrian areas around the City.

The Economic Development and Police Departments request that the Mayor and City Council proclaim September as Suicide Prevention Month in the City of Sugar Land.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO:

AGENDA OF: City Council Meeting

INITIATED BY: *Terrell Smith, Assistant to the City Manager*

PRESENTED BY:
Douglas Brinkley, Assistant City Manager

RESPONSIBLE DEPARTMENT: City Manager

AGENDA CAPTION:

PAULA KUTCHKA
RECOGNITION OF SERVICE
TEXAS MUNICIPAL HUMAN RESOURCES ASSOCIATION PRESIDENT

RECOMMENDED ACTION:

Recognize Paula Kutchka for her service as President of the Texas Municipal Human Resources Association.

EXECUTIVE SUMMARY:

Paula Kutchka began her tenure with the City of Sugar Land starting in 2002. In total, Paula has worked with the City for a total of 19 years. In 2011, Paula was promoted to the City's Director of Human Resources since 2011 and has served in this role for 10 years.

She has been a member of the Texas Municipal Human Resources Association (TMHRA) since 2003, and became a TMHRA Board Member in 2016. TMHRA has over 500 Human Resource professionals and has a focus to grow and enhance the professional development of our dedicated and compassionate members through effective knowledge sharing and relationship building. This organization is dedicated to those human resource professionals

that have a focus in local government.

During her tenure as a TMHRA Board Member, she has served in various roles such as Board Trustee, Secretary/Treasurer, and Vice President. Beginning in October 2020, Paula was appointed to President of TMHRA, and led the organization through the Covid-19 pandemic.

As a board member, Paula assisted with the development of the TMHRA 2020 Strategic Plan, which was adopted in January 2020. The Board identified four themes as their main purpose that became the nucleus of TMHRA's mission statement: Connections, Professional Development, Sharing Knowledge, and Compassion to Serve.

Paula's tenure as TMHRA President ended September 2021. Paula will serve as Past-President of TMHRA from October 2021 through September 2022, and will continue to provide leadership, guidance, and support to the Texas Municipal Human Resources Association.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: III.A.

AGENDA OF: City Council Meeting

INITIATED BY: *Alba Penate-Johnson, Business Development Manager*

PRESENTED BY: *Alba Penate-Johnson, Business Development Manager*

RESPONSIBLE DEPARTMENT: Economic Development

AGENDA CAPTION:

SECOND CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2239:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2021-01 FOR A 7.4447 ACRE TRACT OF LAND LOCATED IN SUGAR LAND, TEXAS AT 12639 W. AIRPORT BLVD., SUGAR LAND, TEXAS.

RECOMMENDED ACTION:

Consider a second reading and approve Ordinance No. 2239, creating Reinvestment Zone No. 2021-01 for a 7.4447-acre tract of land located in Sugar Land, Texas at 12639 W. Airport Blvd., Sugar Land, Texas.

EXECUTIVE SUMMARY:

Project Whey, an existing Sugar Land business, has proposed the construction of a 128,000 square foot building inside the Sugar Land Business Park. The new structure would be used as a mixture of office and manufacturing of their new product lines. There is an anticipated \$18M investment in real property with the addition of 200 new jobs with an average annual salary of \$78,000.00. The anticipated inventory values at project completion are \$11M. The company and City are finalizing a tax abatement agreement, which will be taken to the City Council for consideration pending the approval of the Reinvestment Zone.

On June 17, 2021, Staff received a signed tax abatement application from Project Whey. The

new project is targeted for completion in the second quarter of 2022.

The City of Sugar Land has the option to offer companies property tax abatements to encourage economic development within Sugar Land. The city does lose money through such value-added tax abatements, as the development would not have occurred without the tax abatement. The projects result in significant property tax value and revenue to the City after the abatement expires (maximum 10-year terms). In addition, economic growth generated by these agreements fully benefits the local school districts, as they do not participate in abatements.

The creation of the Reinvestment Zone for the tax abatement is required, pursuant to state law, prior to consideration of a tax agreement by any taxing jurisdiction. A public hearing and first reading of Ordinance No. 2239 was held during the July 20, 2021 City Council Meeting.

Staff recommends the City Council approve the second reading of Ordinance No. 2239, creating Reinvestment Zone No. 2021-01 for a 7.4447-acre tract of land located in Sugar Land, Texas at 12639 W. Airport Blvd., Sugar Land, Texas.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:

ATTACHMENTS:

Description	Type
□ Ordinance No. 2239	Ordinances
□ Public Notice of Reinvestment #2021-01	Other Supporting Documents

ORDINANCE NO. 2239

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2021-01 FOR A 7.4447 ACRE TRACT OF LAND LOCATED IN SUGAR LAND, TEXAS AT 12639 W. AIRPORT BLVD., SUGAR LAND, TEXAS.

WHEREAS, the Property Redevelopment and Tax Abatement Act (Tex. Tax Code § 312, et seq.) authorizes cities to create reinvestment zones and enter into tax abatement agreements with the owners of qualifying properties in reinvestment zones; and

WHEREAS, the zone is eligible for tax abatement, either through the City or another taxing jurisdiction; and

WHEREAS, a public hearing, for which notice was given as required by law, was held at which interested persons were given an opportunity to present evidence for and against the creation of the zone; and

WHEREAS, the City Council has found that the improvements sought to be located in the proposed reinvestment zone are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of any tax abatement agreement; and

WHEREAS, the creation of the reinvestment zone will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment into the zone that would be a benefit to the property located therein and that will contribute to the economic development of the City of Sugar Land; NOW, THEREFORE,

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

Section 1. That Reinvestment Zone No. 2021-01 is created for the real property consisting of 7.4447 acres, described by metes and bounds in the attached Exhibit A, which is incorporated into this ordinance.

Section 2. That the Reinvestment Zone created herein is eligible for commercial-industrial tax abatement as provided by law.

Section 3. That Reinvestment Zone No. 2021-01 expires five years from the date of this ordinance.

APPROVED on first consideration on _____, 2021.

ADOPTED upon second consideration on _____, 2021.

Joe R. Zimmerman, Mayor

ATTEST:

Thomas Harris III, City Secretary

APPROVED AS TO FORM:

Dan Shea Snick

EXHIBIT A

Description of 7.4447-Acre Tract

EXHIBIT B

Tract Two Site

BEING 7.4447 acres of land out of Sugar Land Business Park Tract 149 Subdivision as recorded under Slide No. 1647/B of the Fort Bend County Plat Records, in the Brown & Belkin Survey, Abstract No. 15, City of Sugar Land, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with "TEJAS SURVEY" cap found in the north line of a tract of land described in deed to the City of Sugar Land as recorded under Fort Bend County Clerk's File Number 2007062163 for the southeast corner of said Sugar Land Business Park Tract 149 Subdivision, and the southwest corner of Commercial Reserve "C" of said Sugar Land Business Park Tract 166 Subdivision as recorded under Plat No. 20060244 of the Fort Bend County Plat records;

THENCE S 87°22'14" W 352.42 feet along the common line between said City of Sugar Land tract, and Sugar Land Business Park Tract 149 Subdivision to a 5/8 inch iron rod with "ATKINSON 5897" cap set marking the southwest corner of the herein described tract;

THENCE N 02°37'46" W 882.28 feet across said Sugar Land Business Park Tract 149 Subdivision to a "X" set in concrete sidewalk, in the south line of West Airport Boulevard being 100 feet wide, marking the northwest corner of the herein described tract;

THENCE in a northeasterly direction along the south line of said West Airport Boulevard being a curve to the right 10.76 feet, having a radius of 1950 feet, a central angle of 00°18'59" and a long chord of N 75°04'55" E 10.76 feet to a "X" set in concrete sidewalk;

THENCE N 75°14'23" E 349.71 feet along the south line of said West Airport Boulevard to a "X" set concrete sidewalk for the northeast corner of the herein described tract, also the northeast corner of said Sugar Land Business Park Tract 149 Subdivision, and the northwest corner of Commercial Reserve "A", of the Sugar Land Business Park Tract 165 Subdivision as recorded in Slide Number 213/B of the Fort Bend County Plat Records;

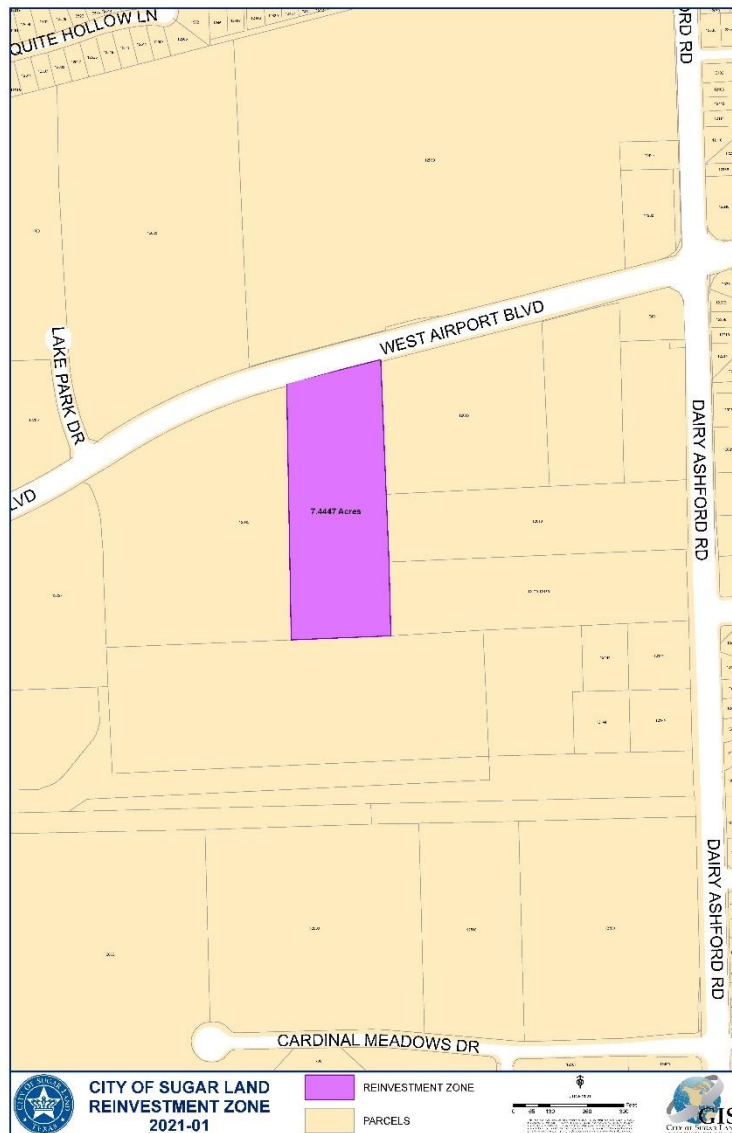
THENCE S 02°37'46" E along the west lines of said Commercial Reserve "A" Sugar Land Business Park Tract 165 Subdivision, and said Sugar Land Business Park Tract 166 Subdivision, and the east line of said Sugar Land Business Park Tract 149 Subdivision, passing at 475.50 feet a 5/8 inch iron rod with cap for the southwest corner of said Commercial Reserve "A" of said Sugar Land Business Park Tract 165, and the northwest corner of Commercial Reserve "B" of said Sugar Land Business Park Tract 166, and continuing in all 958.06 feet to the **PLACE OF BEGINNING**.



**NOTICE OF PUBLIC HEARING REINVESTMENT ZONE
NO. 2021-01 FOR A 7.4447 ACRE TRACT OF LAND
LOCATED IN SUGAR LAND, TEXAS AT 12639 W.
AIRPORT BLVD., SUGAR LAND, TEXAS**

City Council Public Hearing 6:00 p.m. July 20, 2021, City of Sugar Land, 2700 Town Center Blvd. North, hosted via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live>, and Sugar Land Comcast Subscribers can also tune-in on Channel 16 to hear all persons interested in the designation of Reinvestment Zone No. 2021-01 for a 7.4447-acre tract of land located in Sugar Land, Texas at 12639 W. Airport Blvd., Sugar Land, Texas.

Details of and feedback on proposed Reinvestment Zone No. 2021-01 may be obtained/provided by contacting the City of Sugar Land Economic Development Department located at 2700 Town Center Boulevard North, Sugar Land, Texas, 77479 by telephone at 281-275-2229 or online at www.sugarlandtx.gov/PublicHearingComment.





City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: III.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:

Consideration of and action on authorization of a Contract with Recs Signs, LLC, DBA Signarama, in the amount of \$194,700.00, for Phase III of the Comprehensive Wayfinding Signs Program, CIP CST1802.

RECOMMENDED ACTION:

Authorize the execution of a construction contract with RECS Signs, LLC, dba Signarama for CIP CST1802 Comprehensive Wayfinding Sign Program Phase III, in the amount of \$194,700.00.

EXECUTIVE SUMMARY:

In 2011, the City of Sugar Land adopted the Comprehensive Wayfinding Sign Program, which focused on developing wayfinding signs to guide motorists to civic, cultural, and recreational destinations throughout the City. Kimley-Horn and Marek-Hill Design were contracted to develop the program. Initial design concepts created by the consultant team were presented to the City Council for review and comments before finalizing the design. In 2016, Public Works staff completed a wayfinding sign study, an update to the City's 2011 Comprehensive Wayfinding Sign Program. In addition to the directional signage that was included in the 2011 program, the 2016 update included recommendations for TxDOT Recreational and Cultural Interest Area Guide Signs. The purpose of these signs is to guide roadway traffic to a general area and then to specific facilities or activities within the area. These types of signs are used for wayfinding along U.S. 59 for the City's destinations, including the Smart Financial Centre, Brazos River Park, and The Crown Festival Park.

In order to capitalize on available hotel and occupancy tax (HOT) funds, the City used a phased implementation

where the first series of signs were displayed on TxDOT routes and would predominantly feature destinations that promoted tourism and direct hotel guests to visiting sights and attractions within the City. The second phase of signs, those displayed in the City's right-of-way, were installed by the Public Works Department. The Sugar Land 4B Corporation provided \$211,007.00 in FY13 funds for phase II of this project. As additional destinations have been developed, it is now time to update the existing signage and add new signage at various locations throughout the City, including TxDOT routes. This project will be the third phase of implementing the Wayfinding Sign Program and is part of the City's Capital Improvement Program (ST1802).

The project involves fabricating and installing a custom vehicular Wayfinding signage system along TxDOT and

The project involves fabricating and installing a custom vehicular wayfinding signage system along TxDOT and city roadways. The project scope will consist of:

- two (2) Small TxDOT guide signs
- five (5) Level 1 primary vehicular directional signs
- three (3) Level 2A vehicular directional signs
- six (6) Level 2B vehicular directional signs
- two (2) Level 4 small directional sign
- one (1) sign panel replacement.

The contract documents and specifications were recently completed, and an Invitation to Bid (ITB) was advertised on July 14 and July 21, 2021. Bids were opened on July 29, 2021, and two (2) bids were received. The bid summary follows:

Contractor	Total Bid
RECS Signs, LLC, dba Signarama	\$194,700.00
Facility Solutions Group, Inc	\$218,381.00
Engineers Cost Estimate	\$194,000.00

The responsible low bidder is RECS Signs, LLC, dba Signarama, with a total bid of \$194,700.00. There is currently \$241,500.00 in CIP CST1802 Comprehensive Wayfinding Sign Program Phase III.

The Notice to Proceed is planned to be issued in September 2021, and the contract time is 180 calendar days. The anticipated completion of the project is in March 2022.

In accordance with Policy CO-110, Notification of Construction Impacts and Service Interruptions, this is classified as a Citywide Project. However, there will be no service interruption (i.e. water service interruption, power outage, solid waste collection, mail and/or school transportation interruptions). There will be temporary single-lane road closures at some locations when work cannot be completed from the back of the curb.

The Engineering and Public Works Departments recommend the approval of a construction contract with RECS Signs, LLC, dba Signarama for the Comprehensive Wayfinding Sign Program Phase III Project, CIP CST1802, in the amount of \$194,700.00.

BUDGET

EXPENDITURE REQUIRED: \$194,700.00

CURRENT BUDGET: \$241,500.00

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:SL4B

ATTACHMENTS:

Description	Type
□ Contract	Contracts
□ Project Map	Maps

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not For Building Construction Projects)
(Rev. 8-19-21)

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

CONTRACTOR:

By:

By: 

Name:

Name: Robert L. Ermatinger

Title:

Title: owner

Date:

Date: 08/31/2021

II. Summary of Contract Terms.

Project: Comprehensive Wayfinding Sign Program Phase III, CIP CST1802

Contractor: RECS Signs, LLC dba Signarama
1523 Vander Wilt
Houston, TX 77449

Name of Engineering Firm, if any:

Name of Owner's Project Manager: Greg Nichols

Base Bid: \$194,700.00

Alternate Bid Item Nos.:

Total Alternate Bid Items Amount: \$0

Maximum Contract Price (Base Bid + Alternates): \$194,700.00, 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



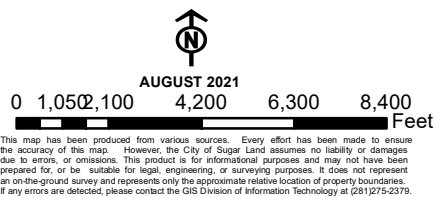
Legend

Display

 City Limits



**CITY OF SUGAR LAND
CST1802 WAYFINDING SIGNS PHASE III**





City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: III.C.

AGENDA OF: City Council Meeting

INITIATED BY:

Monique Johnson, AICP, Transportation & Mobility Innovation Manager

PRESENTED BY:

Monique Johnson, Transportation & Mobility Innovation Manager

RESPONSIBLE DEPARTMENT: Engineering

AGENDA CAPTION:

Consideration of and action on authorization of a Professional Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$106,000.00, for the Brazos River Turnaround Alternate Traffic Study, CIP CST2103.

RECOMMENDED ACTION:

Approve a professional services contract with Kimley-Horn & Associates in the amount of \$106,000.00 for CIP CST2103 Brazos River Turnaround Alternate – Roadway Traffic Study.

EXECUTIVE SUMMARY:

The City of Sugar Land and the University of Houston recently entered into a Letter of Intent (LOI) regarding the development of two new roadways on the University of Houston Sugar Land (UHSL) campus. The primary roadway will be a four-lane road connecting the Crown Festival Park site to University Boulevard. The second roadway will be a two-lane road connecting the primary roadway to University Boulevard at a point further east. A map of the UHSL Master Plan, including the proposed roadways, is attached for reference. Per the LOI, the City and UHSL will be partnering with TxDOT, who approached the City earlier this year regarding funding the construction of the roadways due to the indefinite closure of the

Brazos River Turnaround. Prior to construction, both a traffic study and a drainage study will need to be completed in order for TxDOT to continue the project.

In addition to being included in the TIRZ Final Project Plan, the roadway project will provide mutual benefits to the UHSL Campus, the City of Sugar Land, and TIRZ 4. The roadways will provide access to the currently undeveloped portions of the UHSL campus and are essential for the future buildout of the vacant sites. Additionally, the roadways will provide an alternate main access point for the City's Crown Festival Park. Access to the park has been difficult since flooding forced TxDOT to close the Brazos River Turnaround at US 59. TxDOT approached the City about funding these new roadways primarily due to the difficulties in rehabilitating the Turnaround. Finally, the continued buildout of the UHSL Campus, in particular the future development of industry partnerships on the property, will be extremely beneficial to the future of TIRZ 4.

The scope of work includes performing a traffic study for the study area defined along US 59 from just north of University Boulevard to just south of Grand Parkway (SH 99)/ Crabb River Road, and along University Boulevard from Westcott Avenue/Telfair Avenue to Wentworth Avenue. For the University Boulevard area, the study will evaluate the impact of the Brazos River Turnaround closure on traffic patterns along Telfair Ave, Addison Ave, and Cotesworth Ave, especially at the intersections with University Blvd and US 59 southbound frontage road. Additionally, the US 59 at Grand Parkway (SH 99)/Crabb River Road intersection will be evaluated to determine the most effective lane configuration. Access to the Greatwood subdivision, namely Greatwood Parkway and Riverbrook Drive, will be studied to determine improvements in traffic operations. The City expects to issue the Notice to Proceed by early October 2021 and anticipates project completion within three months following the Notice to Proceed.

The cost for the proposed professional services contract is \$106,000.00. TIRZ 4 Board approved an amendment to the FY21 budget to allow up to \$200,000.00 in TIRZ 4 funding to be provided towards a traffic study and a drainage study for CIP Project CST2103 "Brazos River Turnaround Alternate - UHSL Roadway". City Council approved the budget amendment of the \$200,000.00 from TIRZ 4 funding to CIP CST2103 on August 17, 2021.

The Engineering Department recommends the approval of a professional services contract with Kimley-Horn in the amount of \$106,000.00 for CIP CST2103 Brazos River Turnaround Alternate - UHSL Roadway Traffic Study.

BUDGET

EXPENDITURE REQUIRED: \$106,000.00

CURRENT BUDGET: \$200,000.00

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:TIRZ 4

ATTACHMENTS:

Description	Type
☐ Contract	Contracts

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

Over \$100K
(Rev. 8-17-21)

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

CITY OF SUGAR LAND

ENGINEER:



By:

By: Brandon Guillory

Date:

Date: 08-18-2021

Title:

Title: SVP

Company: Kimley-Horn and Associates, Inc.

APPROVED AS TO FORM:



II. General Information and Terms.

Engineer's Name and Address: Kimley-Horn
11700 Katy Freeway, Suite 800
Houston, Texas 77079

Project Description: Engineering Services for Brazos River Turnaround Closure
– Traffic Study

Maximum Contract Amount: \$106,000.00

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



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: III.D.

AGENDA OF: City Council Meeting

INITIATED BY: *Daphne McKinney, Strategic Planning & Philanthropy Manager*

PRESENTED BY:

Daphne McKinney, Strategic Planning & Philanthropy Manager

RESPONSIBLE DEPARTMENT: Budget

AGENDA CAPTION:

Consideration of and action on authorization of a Memorandum of Understanding between the 1) Woody Williams Foundation; 2) the Sugar Land Texas Gold Star Families Memorial Monument Committee; 3) the Sugar Land Legacy Foundation; and 4) the City of Sugar Land, Texas, for the establishment of a Gold Star Families Memorial Monument and monument site to be located in Sugar Land Memorial Park.

RECOMMENDED ACTION:

Staff recommends City Council approval of a Memorandum of Understanding between a Gold Star Families Memorial Monument Committee, the City, and the Woody Williams Foundation to plan for the installation of a Gold Star Families Memorial Monument at Sugar Land Memorial Park

EXECUTIVE SUMMARY:

At the July 20, 2021, City Council meeting, a workshop was held to review and discuss a proposal for the installation of a Gold Star Families Memorial Monument (GSFMM) in Sugar Land Memorial Park.

Gold Star Family members are those who have sacrificed a loved one in the Armed Forces of the United States. The GSFMM establishes and provides a place of permanence for Gold

Star Families to gather and utilize in honoring their loved ones, strengthening local Gold Star Family support.

The installation features four panels of black granite that would be set on a concrete foundation near the entryway of Memorial Park. This project will be 100% funded by donations.

This project requires City Council approval of a Memorandum of Understanding (MOU) between a GSFMM Committee, the City, and the Woody Williams Foundation, a nonprofit organization that establishes permanent GSFMMs in communities throughout the U.S., conducts GSF outreach, and provides scholarships to GSF children. The MOU outlines the responsibilities of each of the three parties to prepare for the installation of the monument. The City is responsible for providing the site, approving site plans, and maintaining the site. Once planning, fundraising, and design are complete, staff will return to the City Council with a Capital Donation Agreement per the city's Capital Donation Policy.

Staff recommends City Council approval of a Memorandum of Understanding between a Gold Star Families Memorial Monument Committee, the City, and the Woody Williams Foundation to plan for the installation of a Gold Star Families Memorial Monument at Sugar Land Memorial Park.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:

ATTACHMENTS:

Description	Type
□ MOU	MOUs (Memorandum of Understanding)

Memorandum of Understanding:

Gold Star Families Memorial Monument (Sugar Land, Texas)

*This Memorandum of Understanding is entered into between the **Woody Williams Foundation**, the **Sugar Land Texas Gold Star Families Memorial Monument Committee**, the **Sugar Land Legacy Foundation**, and the **City of Sugar Land, Texas**.*

The purpose of this Memorandum of Understanding (hereinafter “MOU”) dated this ___th day of _____, 2021, is to set forth the understanding between the Woody Williams Foundation (hereinafter “**Foundation**”), the Sugar Land Texas Gold Star Families Memorial Monument Committee (hereinafter “**Committee**”), the Sugar Land Legacy Foundation (“**SLLF**”) and the City of Sugar Land, Texas (hereinafter “**City**”), collectively referred to as “the Parties”.

This MOU will document the plans and cooperative efforts of the Foundation, the Committee, and the City for the establishment of a Gold Star Families Memorial Monument and monument site (hereinafter “**Monument**”) to be located in Sugar Land, Texas.

All real property referenced in this MOU shall remain the sole property of the City and any and all improvements made in accordance with the MOU shall become the sole property of the City upon completion of the Monument installation and dedication.

1. The Foundation shall be responsible for the following:

- A. Providing the Committee and City with architectural plans and guidelines for the Monument.
- B. Reviewing and approving all Monument designs submitted by the Committee.
- C. Establishing and maintaining a restricted bank account for funds submitted to the Foundation for the Monument.
- D. Providing the Parties with monthly financial reporting detailing deposits and disbursements relative to the Monument project.
- E. Executing contract(s) and act as liaison with the vendors for acquisition, design, construction and installation of the Monument.
- F. Reviewing, approving, and disbursing funds for the payment of invoices for the Monument project.
- G. Providing support services and informational resources to the Committee and the City to ensure that the Monument is constructed in accordance with standard practices.

2. The Committee shall be responsible for the following:

- A. Providing the Foundation with monthly reports and meeting notes relative to the Monument project.
- B. Obtaining approval from the City for the site preparation, construction, and installation of the Monument.
- C. Obtaining approval from the Foundation for the Monument site, design, and construction.
- D. Raising funds required for site preparation, construction, and dedication of the Monument.
- E. Coordinating with the City and Foundation the timetable for Monument-related ceremonies.

3. The SLLF shall be responsible for the following:

- A. Receiving and reviewing all monthly and financial reporting.
- B. Establishing and maintaining a restricted fund for the acceptance of donations and distributing such funds to the Foundation for disbursement.

4. The CITY shall be responsible for the following:

- A. Providing a representative to sit on the Committee to act as a liaison with the City.
- B. Providing insight as to existing features and elements at the site which may impact Monument placement and construction.

- C. Providing design oversight as to the non-granite features of the project.
- D. Providing final approval of the site design.
- E. Providing the land and access to the Monument site for site preparation, construction, and installation of the Monument.
- F. Providing construction site inspection.
- G. Coordinating the aftercare and maintenance of the completed Monument.

The Parties recognize and acknowledge that this document is preliminary in nature and that nothing herein obligates any of the Parties to expend funds or otherwise proceed. If the Parties elect to fully move forward, the City will enter into a separate donation agreement with the Foundation and the SLLF in keeping with the City's Public Art Plan and Capital Donations Policy.

This document represents the entire agreement between the parties. Any other agreements concerning these matters which are not incorporated into this MOU by written addendum, signed by all parties to this MOU, are hereby declared to be null and void.

The undersigned hereby certify that they have the authority to act in behalf of their respective entities and do hereby bind said entities to the terms of this MOU.

Woody Williams Foundation

12123 Shelbyville Road

Suite 100

Louisville, KY 40243

Federal Tax ID #06-1840409

By: 
Chad L. Graham (Aug 31, 2021 13:28 EDT)

Aug 31, 2021

Date: _____

Printed Name: Chad L. Graham

Title: President and CEO

Sugar Land Texas Gold Star Families Memorial Monument Committee

By: 
W. James Hoelker (Aug 31, 2021 13:45 CDT)

Aug 31, 2021

Date: _____

Printed Name: W. James Hoelker

Title: Committee Member

Sugar Land Legacy Foundation

16107 Kensington Dr. #199

Sugar Land, TX 77479

Federal Tax ID #45-0670888

By: 
Sunny Sharma (Aug 26, 2021 10:48 CDT)

Aug 26, 2021

Date: _____

Printed Name: Sunny Sharma

Title: President

City of Sugar Land Texas
P.O. Box 110
Sugar Land, TX 77487

By: _____ Date: _____

Printed Name: _____

Title: _____












Sugar Land GSFMM MOU

Final Audit Report

2021-08-31

Created:	2021-08-26
By:	Daphne McKinney (dmckinney@sugarlandtx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAykf82dMhbhT6YnmrYrKLcOMy-lcLAh-R

"Sugar Land GSFMM MOU" History

-  Document created by Daphne McKinney (dmckinney@sugarlandtx.gov)
2021-08-26 - 3:20:37 PM GMT- IP address: 72.16.81.2
-  Document emailed to Sunny Sharma (ssharma@sunbeltmedical.com) for signature
2021-08-26 - 3:22:53 PM GMT
-  Email viewed by Sunny Sharma (ssharma@sunbeltmedical.com)
2021-08-26 - 3:45:55 PM GMT- IP address: 98.198.5.138
-  Document e-signed by Sunny Sharma (ssharma@sunbeltmedical.com)
Signature Date: 2021-08-26 - 3:48:34 PM GMT - Time Source: server- IP address: 98.198.5.138
-  Document emailed to Chad L. Graham (chad.graham@woodywilliams.org) for signature
2021-08-26 - 3:48:35 PM GMT
-  Email viewed by Chad L. Graham (chad.graham@woodywilliams.org)
2021-08-31 - 5:17:10 PM GMT
-  Document e-signed by Chad L. Graham (chad.graham@woodywilliams.org)
Signature Date: 2021-08-31 - 5:28:23 PM GMT - Time Source: server
-  Document emailed to W. James Hoelker (jhoelker@jldistributors.com) for signature
2021-08-31 - 5:28:26 PM GMT
-  Email viewed by W. James Hoelker (jhoelker@jldistributors.com)
2021-08-31 - 6:42:42 PM GMT
-  Document e-signed by W. James Hoelker (jhoelker@jldistributors.com)
Signature Date: 2021-08-31 - 6:45:03 PM GMT - Time Source: server
-  Agreement completed.
2021-08-31 - 6:45:03 PM GMT



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: III.E.

AGENDA OF: City Council Meeting

INITIATED BY: *Thomas Harris III, City Secretary*

PRESENTED BY: *Joe Zimmerman, Mayor*

RESPONSIBLE DEPARTMENT: City Secretary

AGENDA CAPTION:

Consideration of an action on the appointment of Don Specks as the Animal Shelter Employee to the Animal Advisory Board.

RECOMMENDED ACTION:

Appoint one member who is involved in daily operation of an animal shelter.

EXECUTIVE SUMMARY:

The Animal Advisory Board is created as required by state law with appointments being made pursuant to membership requirements and qualifications. State law requires the board to meet at least three times a year. The purpose of the board is to review and recommend procedures for the care and maintenance of animal shelter facilities and impounded animals to insure compliance with state law; and to periodically review the city animal control ordinances and make recommendations for revisions.

The City Council adopted Ordinance No. 2101, and appoints eleven members to the Board. Membership must include a licensed veterinarian, municipal official, animal shelter operator, animal rescue group representative, active animal services volunteer, and six residents of the city of Sugar Land.

Staff recommends the appointment of Don Specks as the Animal Shelter Employee to the

Board.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: III.F.

AGENDA OF: City Council Meeting

INITIATED BY: *Thomas Harris III, City Secretary*

PRESENTED BY: *Thomas Harris III, City Secretary*

RESPONSIBLE DEPARTMENT: City Secretary

AGENDA CAPTION:

Consideration of and action on minutes of the August 6, 2021, August 12, 2021, August 19, 2021, and August 26, 2021 Budget Meetings; and August 17, 2021 and August 24, 2021 regular meetings.

RECOMMENDED ACTION:

Consider the minutes of the August 6, 2021, August 12, 2021, August 19, 2021, and August 26, 2021 Budget meetings; and August 17, 2021 and August 24, 2021 meetings.

EXECUTIVE SUMMARY:

Consider the minutes of the August 6, 2021, August 12, 2021, August 19, 2021, and August 26, 2021 Budget meetings; and August 17, 2021 and August 24, 2021 meetings.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:

ATTACHMENTS:

Description	Type
▣ 080621cc_minutes	Other Supporting Documents
▣ 081221cc_minutes	Other Supporting Documents
▣ 081721cc_minutes	Other Supporting Documents
▣ 081921cc_minutes	Other Supporting Documents
▣ 082421cc_minutes	Other Supporting Documents
▣ 082621cc_minutes	Other Supporting Documents



CITY OF SUGAR LAND

CITY COUNCIL MINUTES

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

CITY OF SUGAR LAND

FRIDAY, AUGUST 6, 2021

CITY COUNCIL MEETING MINUTES

7:30 AM

Cane Room 161

ATTENTION:

Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through telephonic/videoconferencing means. Audio/Video of open deliberations will be available for the public to hear/view, and recorded as per the Texas Open Meetings Act.

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

QUORUM PRESENT

All members were present.

I. PUBLIC COMMENT

- A. Option 1:** Members of the public desiring to submit written comments to be read during the Public Comment or Public Hearing portions of the meeting, will be allowed to submit their comments to the Office of the City Secretary (citysec@sugarlandtx.gov). Written/e-mailed comments must be received by 4:00 p.m., Thursday, August 5, 2021. The City of Sugar Land reserves the right to remove any written/mailed comments deemed inappropriate or not adhering to the public comment rules outlined in this notice. The City reserves the right to not read any comments containing -

- Links to for-profit sites
- Advertising
- Promotion of illegal activities
- Sexual oriented/explicit comments and sites
- Information promoting discrimination/harassment

- Political/religious rhetoric, advocacy, or commentary

Members of the public desiring to participate during the set/posted time of the Public Comment or Public Hearing must e-mail (citysec@sugarlandtx.gov) or call ((281) 275-2730) the Office of the City Secretary by 4:00 p.m., Thursday, August 5, 2021. Once properly registered, the Office of the City Secretary will provide instructions for direct participation during the Public Hearing.

Option 2: Citizens who desire to address the City Council, Board and/or Commission in person with regard to matters on the agenda must complete a "Request to Speak" form and give it to the City Secretary, or designee, prior to the beginning of the meeting. Each speaker is limited to three (3) minutes, and speakers requiring a translator will have six minutes, regardless of the number of agenda items to be addressed. Comments or discussion by the 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 one appeared to address the Council.

II. BUDGET

- A. Review of and discussion on the proposed Fiscal Year 2022 Annual Budget and Five-Year Capital Improvement Program 2022-2026, inclusive of all funds and forecasts.

Jennifer May, Deputy City Manager; Scott Butler, Director of Budget & Strategy; and, Jennifer Brown, Director of Finance

Jennifer May, Deputy City Manager and Jennifer Brown, Director of Finance gave a presentation, comments, and answered questions from the Council.

Brian Butscher, Director of Public Works; Joe Chessier, Director of Parks and Recreation; Eric Oscarson, Assistant Director of Public Works; and Michael Goodrum, City Manager gave comments and answered questions from the Council.

III. TRUTH-IN-TAXATION CALCULATIONS

- A. Record for receipt the certified values from the Fort Bend County Tax Assessor to be used in calculating the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for the 2021 tax year.

Jennifer Brown, Director of Finance

Jennifer Brown, Director of Finance gave a presentation, comments, and answered

Mayor Zimmerman confirmed receipt of the certified values from the Fort Bend County Tax Assessor to be used in calculating the No-New-Revenue Tax Rate and Voter-Approved Tax Rate for the 2021 tax year.

A motion to **Approve**, Adjournment at 9:12 a.m., was made by Carol McCutcheon and seconded by Joe Zimmerman, the motion **Passed**.

Thomas Harris III, City Secretary





CITY OF SUGAR LAND

CITY COUNCIL MINUTES

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

CITY OF SUGAR LAND

THURSDAY, AUGUST 12, 2021

CITY COUNCIL MEETING MINUTES

7:30 AM

Cane Room 161

ATTENTION:

Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through telephonic/videoconferencing means. Audio/Video of open deliberations will be available for the public to hear/view, and recorded as per the Texas Open Meetings Act.

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

QUORUM PRESENT

All members of the Council were present, except for Councilwoman Whatley.

I. PUBLIC COMMENT

- A. Option 1:** Members of the public desiring to submit written comments to be read during the Public Comment or Public Hearing portions of the meeting, will be allowed to submit their comments to the Office of the City Secretary (citysec@sugarlandtx.gov). Written/e-mailed comments must be received by 4:00 p.m., Wednesday, August 11, 2021. The City of Sugar Land reserves the right to remove any written/mailed comments deemed inappropriate or not adhering to the public comment rules outlined in this notice. The City reserves the right to not read any comments containing -

- Links to for-profit sites
- Advertising
- Promotion of illegal activities
- Sexual oriented/explicit comments and sites
- Information promoting discrimination/harassment

- Political/religious rhetoric, advocacy, or commentary

Members of the public desiring to participate virtually during the set/posted time of the Public Comment or Public Hearing must e-mail (citysec@sugarlandtx.gov) or call ((281) 275-2730) the Office of the City Secretary by 4:00 p.m., Wednesday, August 11, 2021. Once properly registered, the Office of the City Secretary will provide instructions for direct participation during the Public Hearing.

Option 2: Citizens who desire to address the City Council, Board and/or Commission in person with regard to matters on the agenda must complete a "Request to Speak" form and give it to the City Secretary, or designee, prior to the beginning of the meeting. Each speaker is limited to three (3) minutes, and speakers requiring a translator will have six minutes, regardless of the number of agenda items to be addressed. Comments or discussion by the 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.

Donna Stall, Sugar Lake Homeowners Association - President, submitted written comments, read into the record by the City Secretary, in favor of including Sugar Lakes Horseshoe Lake and Sluice Gate Drainage Improvements project in the 2022-2026 Five-Year Capital Improvement Program.

II. BUDGET

- A. Review of and discussion on the proposed Fiscal Year 2022 Annual Budget and Five-Year Capital Improvement Program 2022-2026, inclusive of all funds and forecasts.

Scott Butler, Director of Budget & Strategy; Jennifer Brown, Director of Finance; and, Keisha Seals, Interim Assistant Director of Environmental and Neighborhood Services

Jennifer Brown, Director of Finance and Keisha Seals, Interim Director of Environmental and Neighborhood Services gave a presentation, comments, and answered questions from the Council.

Chris Steubing, Assistant City Manager; Jessie Li, City Engineer; and Mike Goodrum, City Manager, gave comments and answered questions from the Council.

III. ADJOURNMENT

A motion to **Approve**, Adjournment at 8:51 a.m., was made by Carol McCutcheon and seconded by Joe Zimmerman, the motion **Passed**.

Ayes: Ferguson, Jacobson, Kermally, Lane, McCutcheon, Zimmerman

Absent: Whatley

Thomas Harris III, City Secretary





CITY OF SUGAR LAND

CITY COUNCIL MINUTES

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

CITY OF SUGAR LAND

TUESDAY, AUGUST 17, 2021

CITY COUNCIL MEETING MINUTES

4:30 PM

City Council Chamber

QUORUM PRESENT

All members were present.

I. ATTENTION

- A. *Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through telephonic/videoconferencing means. Audio/Video of open deliberations will be available for the public to hear/view, and recorded as per the Texas Open Meetings Act.*

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

INVOCATION

Council Member Suzanne Whatley

PLEDGE OF ALLEGIANCE TO THE FLAG

Council Member Suzanne Whatley

II. PUBLIC COMMENT / PUBLIC HEARING

- A. **Option 1:** Members of the public desiring to submit written comments to be read during the Public Comment or Public Hearing portions of the meeting, will be allowed to submit their comments to the Office of the City Secretary (citysec@sugarlandtx.gov). Written/e-mailed comments must be received by 3:00 p.m., Tuesday, August 17, 2021. The City of Sugar Land reserves the right to remove any written/mailed comments deemed inappropriate or not

adhering to the public comment rules outlined in this notice. The City reserves the right to not read any comments containing -

- Links to for-profit sites
- Advertising
- Promotion of illegal activities
- Sexual oriented/explicit comments and sites
- Information promoting discrimination/harassment
- Political/religious rhetoric, advocacy, or commentary

Members of the public desiring to participate virtually during the set/posted time of the Public Comment or Public Hearing must e-mail (citysec@sugarlandtx.gov) or call ((281) 275-2730) the Office of the City Secretary by 3:00 p.m., Tuesday, August 17, 2021. Once properly registered, the Office of the City Secretary will provide instructions for direct participation during the Public Hearing.

Option 2: Citizens who desire to address the City Council, Board and/or Commission in person with regard to matters on the agenda must complete a "Request to Speak" form and give it to the City Secretary, or designee, prior to the beginning of the meeting. Each speaker is limited to three (3) minutes, and speakers requiring a translator will have six minutes, regardless of the number of agenda items to be addressed. Comments or discussion by the 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 one appeared to address the Council.

RECESS: Mayor Zimmerman recessed the meeting into Closed Executive Session at 4:32 p.m.

III. CLOSED EXECUTIVE SESSION

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

Section 551.071 Consultation with Attorney

For the purpose of receiving legal advice regarding pending or contemplated litigation against Netflix, Hulu, and Disney.

Meredith Riede, City Attorney

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

Section 551.071 Consultation with Attorney

For the purpose of receiving legal advice regarding Benchmark Acquisitions, LLC v. City of Sugar Land.

Meredith Riede, City Attorney

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

Section 551.071 Consultation with Attorney

For the purpose of receiving legal advice regarding Senate Bill No.1827 (87R) and the settlement offer in the Janssen Opioid Settlement.

Meredith Riede, City Attorney

RECONVENE: Mayor Zimmerman reconvened the meeting at 5:28 p.m.

IV. CONSENT AGENDA

- A. **SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2242:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING FOR A CHANGE OF ZONING FROM INTERIM STANDARD SINGLE-FAMILY RESIDENTIAL (R-1-I) DISTRICT TO STANDARD SINGLE-FAMILY RESIDENTIAL (R-1) DISTRICT FOR APPROXIMATELY 4.81 ACRES OF LAND LOCATED AT 12430 ALSTON ROAD BETWEEN ASHFORD LAKES SECTIONS ONE AND EIGHT.

Laura Waller, Planner II

- B. Consideration of and action on authorization of a Professional Services Contract with Kimley-Horn and Associates, Inc., in the amount of \$89,400.00, for the design of the Owens Road Project - Mobility Bond Project, CIP CST2003.

Keisha Seals, Interim Assistant Director of Environmental and Neighborhood Services

- C. Consideration of and action on authorization of Amendment No. 1 to the Cooperation Agreement by and between Fort Bend County, Texas, and the City of Sugar Land, for compliance with the United States Department of Housing and Urban Development Urban County Program.

Stacie Henderson, Director of Environmental and Neighborhood Services

- D.** Consideration of and action on authorization of an Amendment to the Tax Increment Reinvestment Zone No. 4 Fiscal Year 2021 Budget, in the amount of \$200,000.00, for the Brazos River Turnaround Alternate - University of Houston Sugar Land Roadway Professional Services, CIP CST2301.

Elizabeth Huff, Director of Economic Development

- E.** Consideration of and action on authorization of Amendment Number 2 to the Land Lease between City of Sugar Land and Sky Harbour Sugar Land Airport, LLC to extend the construction deadline for sites 4 and 7 and associated improvements on Taxilane Charlie.

Elizabeth Rosenbaum, Director of Aviation

- F.** Consideration of and action on the minutes of July 20, 2021 and August 3, 2021 meetings.

Thomas Harris III, City Secretary

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion.

A motion to **Approve**, Consent Agenda, Item IV-A through IV-4, was made by Stewart Jacobson and seconded by Naushad Kermally, the motion **Passed**.

Ayes: Ferguson, Jacobson, Kermally, Lane, McCutcheon, Whatley, Zimmerman

V. PUBLIC HEARINGS

- A. PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on the proposed 2021 assessment for properties located in the Enclave at River Park Public Improvement District.

Jennifer Brown, Director of Finance

Jennifer Brown, Director of Finance, gave a presentation, comments, and answered questions from the Council.

Mayor Zimmerman opened the public hearing at 6:13 p.m.

No one from the public addressed the Council.

Mayor Zimmerman closed the public hearing at 6:14 p.m.

VI. CONTRACTS AND AGREEMENTS

- A.** Consideration of and action on authorization of a Contract with Black &

Veatch Management Consulting, LLC., in the amount of \$1,100,000, for management services for the Advanced Meter Infrastructure Project, CIP CSW2102.

Jessie Li, City Engineer, and Brian Butscher, Director of Public Works

Brian Butscher, Director of Public Works, and Jessie Li, City Engineer, gave a presentation, comments, and answered questions from the Council.

A motion to **Approve**, Item IV-A, a Contract with Black & Veatch Management Consulting, LLC., in the amount of \$1,100,00, for management services for the Advanced Meter Infrastructure Project, CIP CSW2102, was made by and seconded by , the motion **Passed**.

Ayes: Ferguson, Jacobson, Kermally, Lane, McCutcheon, Whatley, Zimmerman

- B.** Consideration of and action on authorization of a Sublease Agreement between Fluor Enterprises, Inc. and City of Sugar Land, Texas, for temporary Police Department office space.

Stacie Henderson, Director of Environmental and Neighborhood Services and Michelle Allen, Assistant Chief of Police

Stacie Henderson, Director of Environmental and Neighborhood Services, and Michelle Allen, Assistant Chief of Police, gave a presentation, comments, and answered questions from the Council.

A motion to **Approve**, Item IV-B, a Sublease Agreement between Fluor Enterprises, Inc. and City of Sugar Land, Texas, for temporary Police Department office space, was made by Carol McCutcheon and seconded by Naushad Kermally, the motion **Passed**.

Ayes: Ferguson, Jacobson, Kermally, Lane, McCutcheon, Whatley, Zimmerman

VII. TAX RECORD VOTE

- A.** Consideration of and action on setting the City of Sugar Land proposed 2021 tax rate, setting public hearing, and directing staff to publish the Notice of Proposed 2021 Tax Rate.

Jennifer Brown, Director of Finance

Jennifer Brown, Director of Finance, gave a presentation, comments, and answered questions from the Council.

A motion to **Approve**, Item VII-A, recording receipt of the \$0.339025 No New Revenue Tax Rate and \$0.353584 Voter Approval Tax Rate calculations from the Fort Bend County Tax Assessor-Collector; voting to consider raising taxes by 2.2% to \$0.34650 for the Proposed 2021 Tax Rate to fund the Fiscal Year 2022 Budget and CIP; and setting a Public Hearing date and time of September 14, 2021 at 5:30 p.m. on the Proposed Tax Rate, was made by Joe Zimmerman and seconded by

Naushad Kermally, the motion **Passed**.

Ayes: Ferguson, Jacobson, Kermally, Lane, McCutcheon, Whatley, Zimmerman

VIII CITY COUNCIL CITY MANAGER REPORTS

A. City Council Member Reports

- Community Events Attended or Scheduled

Mayor Zimmerman and Council Members gave comments and reported on events and activities attended.

B. City Manager Report

- Community Events Attended or Scheduled
- Other Governmental Meetings Attended or Scheduled
- Council Meeting Schedule

Michael W. Goodrum, City Manager, gave comments and reported on events and activities attended.

IX. ADJOURNMENT

A motion to **Approve**, Adjournment at 6:28 p.m., was made by Carol McCutcheon and seconded by Joe Zimmerman, the motion **Passed**.

Thomas Harris III, City Secretary





CITY OF SUGAR LAND

CITY COUNCIL MINUTES

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

CITY OF SUGAR LAND

THURSDAY, AUGUST 19, 2021

CITY COUNCIL MEETING MINUTES

7:30 AM

Cane Room 161

ATTENTION:

Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through telephonic/videoconferencing means. Audio/Video of open deliberations will be available for the public to hear/view, and recorded as per the Texas Open Meetings Act.

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

QUORUM PRESENT

All members of the Council were present, except for Mayor Pro Tem Lane and Councilman Jacobson.

I. PUBLIC COMMENT

- A. Option 1:** Members of the public desiring to submit written comments to be read during the Public Comment or Public Hearing portions of the meeting, will be allowed to submit their comments to the Office of the City Secretary (citysec@sugarlandtx.gov). Written/e-mailed comments must be received by 4:00 p.m., Wednesday, August 18, 2021. The City of Sugar Land reserves the right to remove any written/mailed comments deemed inappropriate or not adhering to the public comment rules outlined in this notice. The City reserves the right to not read any comments containing -

- Links to for-profit sites
- Advertising
- Promotion of illegal activities
- Sexual oriented/explicit comments and sites

- Information promoting discrimination/harassment
- Political/religious rhetoric, advocacy, or commentary

Members of the public desiring to participate virtually during the set/posted time of the Public Comment or Public Hearing must e-mail (citysec@sugarlandtx.gov) or call ((281) 275-2730) the Office of the City Secretary by 4:00 p.m., Wednesday, August 18, 2021. Once properly registered, the Office of the City Secretary will provide instructions for direct participation during the Public Hearing.

Option 2: Citizens who desire to address the City Council, Board and/or Commission in person with regard to matters on the agenda must complete a "Request to Speak" form and give it to the City Secretary, or designee, prior to the beginning of the meeting. Each speaker is limited to three (3) minutes, and speakers requiring a translator will have six minutes, regardless of the number of agenda items to be addressed. Comments or discussion by the 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 one appeared to address the Council.

II. BUDGET

- A.** Review of and discussion on the proposed Fiscal Year 2022 Annual Budget and Five-Year Capital Improvement Program 2022-2026, inclusive of all funds and forecasts.

Scott Butler, Director of Budget & Strategy; Jennifer Brown, Director of Finance; Paula Kutchka, Director of Human Resources; Elizabeth Rosenbaum, Director of Aviation; and Stacie Henderson, Director of Environmental and Neighborhood Services

Paula Kutchka, Director of Human Resources and Scott Butler, Director of Budget & Strategy gave a presentation, comments, and answered questions from the Council.

Jennifer Brown, Director of Finance; Mike Goodrum, City Manager; Jennifer May, Deputy City Manager; Doug Boeker, Fire Chief; Elizabeth Rosenbaum, Director of Aviation; and Chris Stuebing, Assistant City Manager gave comments and answered questions from the Council.

III. ADJOURNMENT

A motion to **Approve**, Adjournment at 9:04 a.m., was made by Carol McCutcheon and seconded by Joe Zimmerman, the motion **Passed**.

Ayes: Ferguson, Kermally, McCutcheon, Whatley, Zimmerman

Absent: Jacobson, Lane

Thomas Harris III, City Secretary





CITY OF SUGAR LAND

CITY COUNCIL MINUTES

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

CITY OF SUGAR LAND

TUESDAY, AUGUST 24, 2021

CITY COUNCIL MEETING MINUTES

5:30 PM

Cane Room 161

I. ATTENTION

- A. *Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through telephonic/videoconferencing means. Audio/Video of open deliberations will be available for the public to hear/view, and recorded as per the Texas Open Meetings Act.*

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

QUORUM PRESENT

All members were present.

II. CLOSED EXECUTIVE SESSION

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

Section 551.071 Consultation with Attorney

For the purpose of receiving legal advice regarding an Amendment to the Imperial Redevelopment Agreement.

Elizabeth Huff, Director of Economic Development and Mark Arnold, Hunton, Andrews, Kurth - Partner

Mayor Zimmerman recessed into Closed Executive Session at 5:30 p.m.

III. PUBLIC COMMENT / PUBLIC HEARING

A. **Option 1:** Members of the public desiring to submit written comments to be read during the Public Comment or Public Hearing portions of the meeting, will be allowed to submit their comments to the Office of the City Secretary (citysec@sugarlandtx.gov). Written/e-mailed comments must be received by 3:00 p.m., Tuesday, August 24, 2021. The City of Sugar Land reserves the right to remove any written/mailed comments deemed inappropriate or not adhering to the public comment rules outlined in this notice. The City reserves the right to not read any comments containing -

- Links to for-profit sites
- Advertising
- Promotion of illegal activities
- Sexual oriented/explicit comments and sites
- Information promoting discrimination/harassment
- Political/religious rhetoric, advocacy, or commentary

Members of the public desiring to participate virtually during the set/posted time of the Public Comment or Public Hearing must e-mail (citysec@sugarlandtx.gov) or call ((281) 275-2730) the Office of the City Secretary by 3:00 p.m., Tuesday, August 24, 2021. Once properly registered, the Office of the City Secretary will provide instructions for direct participation during the Public Hearing.

Option 2: Citizens who desire to address the City Council, Board and/or Commission in person with regard to matters on the agenda must complete a "Request to Speak" form and give it to the City Secretary, or designee, prior to the beginning of the meeting. Each speaker is limited to three (3) minutes, and speakers requiring a translator will have six minutes, regardless of the number of agenda items to be addressed. Comments or discussion by the 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.

Mayor Zimmerman reconvened the meeting at 5:45 p.m.

No one appeared to address the Council.

IV. CONSENT AGENDA

A motion to **Approve**, Motion was made by Naushad Kermally and seconded by Carol McCutcheon, the motion **Passed**.

Ayes: Ferguson, Jacobson, Kermally, Lane, McCutcheon, Whatley, Zimmerman

- A.** Consideration of and action on authorization of a Interlocal Agreement by and between the City of Sugar Land and the City of Missouri City for processing and dispatching rerouted 911 calls for Missouri City.

Shannon Price, Director of Public Safety Dispatch

A motion to **Approve**, Consent Agenda, Item IV-A, was made by Carol McCutcheon and seconded by Naushad Kermally, the motion **Passed**.

Ayes: Ferguson, Jacobson, Kermally, Lane, McCutcheon, Whatley, Zimmerman

V. WORKSHOP

- A.** Review of and discussion on the proposed installation of a Gold Star Families Memorial Monument in Sugar Land Memorial Park.

Daphne McKinney, Strategic Planning & Philanthropy Manager; Fenglin Du, Parks Development Manager; and Alex Nauert, Woody Williams Foundation Director of Programs

Daphne McKinney, Strategic Planning and Philanthropy Manager; Alex Nauert, Woody Williams Foundation Director of Programs; and Fenglin Du, Parks Development Manager gave a presentation, comments, and answered questions from the Council.

Jim Hoelcker, Sugar Land Texas Gold Star Families Memorial Monument Committee Member, gave comments and answered questions from the Council.

Council gave direction for staff to move forward with a memorandum of understanding between the Woody Williams Foundation, the Sugar Land Texas Gold Star Families Memorial Monument Committee, the Sugar Land Legacy Foundation, and the City of Sugar Land for their consideration.

- B.** Review of and discussion on proposed amendments to Chapter 5, Article XIII of the Code of Ordinances regarding Special Events by adding a definition for amplification devices to Section 5-501, and amending the noise regulations in Section 5-506.

Jessica Huble, Destination Events Manager

Jessica Huble, Destination Events Manager and Tyler Stamm, Houston Astros, gave a presentation, comments, and answered questions from the Council.

Council gave direction for staff to move forward with bringing forth an ordinance for first consideration during the September 7, 2021 City Council Meeting.

VI. CITY COUNCIL CITY MANAGER REPORTS

A. City Council Member Reports

- Community Events Attended or Scheduled

Mayor Zimmerman and Council Members gave comments and reported on events and activities attended.

B. City Manager Report

- Community Events Attended or Scheduled
- Other Governmental Meetings Attended or Scheduled
- Council Meeting Schedule

This item was deleted.

VII. ADJOURNMENT

A motion to **Approve**, Adjournment at 6:17 p.m., was made by Carol McCutcheon and seconded by Joe Zimmerman, the motion **Passed**.

Ayes: Ferguson, Jacobson, Kermally, Lane, McCutcheon, Whatley, Zimmerman

Thomas Harris III, City Secretary





CITY OF SUGAR LAND

CITY COUNCIL MINUTES

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

CITY OF SUGAR LAND

THURSDAY, AUGUST 26, 2021

CITY COUNCIL MEETING MINUTES

7:30 AM

Cane Room 161

I. ATTENTION

- A. *Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through telephonic/videoconferencing means. Audio/Video of open deliberations will be available for the public to hear/view, and recorded as per the Texas Open Meetings Act.*

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

QUORUM PRESENT

All members were present, except for Councilman Kermally.

II. PUBLIC COMMENT / PUBLIC HEARING

- A. **Option 1:** Members of the public desiring to submit written comments to be read during the Public Comment or Public Hearing portions of the meeting, will be allowed to submit their comments to the Office of the City Secretary (citysec@sugarlandtx.gov). Written/e-mailed comments must be received by 4:00 p.m., Wednesday, August 25, 2021. The City of Sugar Land reserves the right to remove any written/mailed comments deemed inappropriate or not adhering to the public comment rules outlined in this notice. The City reserves the right to not read any comments containing -

- Links to for-profit sites
- Advertising
- Promotion of illegal activities
- Sexual oriented/explicit comments and sites

- Information promoting discrimination/harassment
- Political/religious rhetoric, advocacy, or commentary

Members of the public desiring to participate virtually during the set/posted time of the Public Comment or Public Hearing must e-mail (citysec@sugarlandtx.gov) or call ((281) 275-2730) the Office of the City Secretary by 4:00 p.m., Wednesday, August 25, 2021. Once properly registered, the Office of the City Secretary will provide instructions for direct participation during the Public Hearing.

Option 2: Citizens who desire to address the City Council, Board and/or Commission in person with regard to matters on the agenda must complete a "Request to Speak" form and give it to the City Secretary, or designee, prior to the beginning of the meeting. Each speaker is limited to three (3) minutes, and speakers requiring a translator will have six minutes, regardless of the number of agenda items to be addressed. Comments or discussion by the 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 one appeared to address the Council.

III. BUDGET

- A.** Review of and discussion on the proposed Fiscal Year 2022 Annual Budget and Five-Year Capital Improvement Program 2022-2026, inclusive of all funds and forecasts.

Scott Butler, Director of Budget & Strategy; Jennifer Brown, Director of Finance; and Keisha Seals, Interim Assistant Director of Environmental and Neighborhood Services

Jennifer Brown, Director of Finance; Keisha Seals, Interim Assistant Director of Environmental and Neighborhood Services; and Scott Butler, Director of Budget and Strategy gave a presentation, comments, and answered questions from the Council.

Mike Goodrum, City Manager; Rick Ramirez, Intergovernmental Relations Manager; Elizabeth Huff, Director of Economic Development; and Jennifer May, Deputy City Manager gave comments and answered questions from the Council.

IV. ADJOURNMENT

There being no more business to come before the Council, Mayor Zimmerman

adjourned the meeting at 9:08 a.m.

Thomas Harris III, City Secretary





City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: IV.A.

AGENDA OF: City Council Meeting

INITIATED BY: *Jennifer Brown, Director of Finance*

PRESENTED BY: *Jennifer Brown, Director of Finance*

RESPONSIBLE DEPARTMENT: Budget

AGENDA CAPTION:

PUBLIC HEARING 5:30 P.M.: To receive and hear all persons desiring to be heard on the Fiscal Year 2022 proposed budget.

Consideration of and action on setting a date for deliberation and adoption of the Fiscal Year 2022 Budget.

RECOMMENDED ACTION:

Staff recommends that City Council receive and hear all persons desiring to speak on the FY22 proposed budget.

EXECUTIVE SUMMARY:

Background

The City has a long history of recognition as a leader in financial stewardship, with strategies specifically tailored to the community and designed to maximize both the conservative nature of the City's finances and to offset the residential tax burden. Because of these practices, the City was in an excellent financial position as the country started to feel the effects of the novel coronavirus (COVID-19) and throughout the year.

The proposed Fiscal Year 2022 (FY22) budget and five-year capital improvement program

(CIP) follows guidelines in the City Council-adopted Financial Management Policy Statements and builds on the success of the strategies implemented in FY21 to withstand the economic impact of the COVID-19 pandemic. The focus on this year's budget is on continued leadership in conservative, resilient and responsible stewardship – balancing continued uncertainty regarding the economy with guarded optimism about recovery. The proposed budget ensures continued financial strength and resiliency by meeting all fund balance requirements, including the structural balance of the General Fund, and includes the first steps in beginning to restore the Sugar Land Way investments made in the FY20 budget that were delayed or reduced due to the pandemic.

For the FY22 budget, the focus is on balancing financial and operational stability – in essence, providing additional funding for the City's highest priorities while also protecting against continued downside risk and economic uncertainty. These efforts include a focus on the highest priorities identified by residents in the 2020 citizen survey; the second phase of meeting the City's commitment to voters to fulfill the 2019 bond election projects – with an emphasis on drainage and public safety; investments in the City's championship workforce; and further security of the long-term future of the City's utility system through the continued implementation of the citizen-led Integrated Water Resources Plan (IWRP). Additionally, staff has internally outlined priorities for a mid-year budget amendment should recovery occur more quickly than is anticipated in the budget, recognizing that the proposed budget as presented does not fully meet the Sugar Land Way – the result of a multi-year delay and reset of recurring revenues due to the economic impacts of the pandemic.

Priorities for FY22 Budget & Five-Year CIP

Priorities for funding in the proposed budget include base budget increase and limited restoration of funding levels for services to departments to allow provision of services to the public – with restoration primarily focused on infrastructure rehabilitation and investments in the fleet and high-tech replacement funds. Additionally, funding is also included for community priorities such as supplemental sidewalk rehabilitation, mobility and traffic safety, and special events; citizen engagement and customer service enhancements; public safety training, equipment, facilities and operations; and efforts to further turn the disruptions over the past two years into opportunities – including citywide “Better than Before” planning efforts and increased innovation.

Additionally, staff has internally outlined priorities for a mid-year budget amendment should recovery occur more quickly than is anticipated in the budget – recognizing that the proposed budget as presented does not fully meet the Sugar Land Way as a result of a multi-year delay and reset of recurring revenues due to the economic impacts of the pandemic.

Budget Workshops

Over the last few weeks, the City Council has reviewed the proposed budget and CIP in detail through a series of workshops. The proposed FY22 budget can be funded with a proposed tax rate of \$0.346500 per \$100.00, which was voted by the City Council on August 17th to be published as the proposed tax rate for 2021.

Building on the revised 2019 voter-approved general obligation bond election implementation plan that was established last year due to the ongoing impacts of the pandemic, this increase represents a cumulative reduction to-date from the previously planned year-one tax rate increase of three cents. With that, the recommended tax rate for 2021 is \$0.34650, resulting in an average residential tax bill impact of \$50 per year. The remainder of the projects and increases are planned to occur in future years, with implementation of the projects now spread over five years instead of three.

A separate public hearing on the proposed tax rate is scheduled for September 14th.

Public Hearing

In accordance with LOCAL GOVERNMENT CODE § 102.0065, notice to hold a public hearing on the budget must be published in at least one newspaper of general circulation in the county in which the municipality is located. This notice must be published not later than the 10th day, or earlier than the 30th day before the public hearing on the budget.

The budget hearing notice must contain specific information about property tax increases in a type of a size at least equal to the type used for other items in the notice:

"This budget will raise more total property taxes than last year's budget by \$1,185,977 or 2.13%, and of that amount, \$223,364.00 is tax revenue to be raised from new property added to the tax roll this year."

The notice of public hearing was published on August 18, 2021, in the Fort Bend Star.

Recommendation

Staff recommends that City Council receive and hear all persons desiring to speak on the FY22 proposed budget and take action to set a date of September 21, 2021 for deliberation and adoption of the Fiscal Year 2022 budget.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
☐ Public Hearing Notice	Other Supporting Documents



NOTICE OF PUBLIC HEARING FISCAL YEAR 2022 PROPOSED BUDGET

Public Hearing 5:30 p.m. City Council Meeting September 7, 2021, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North to hear all persons interested in the proposed Fiscal Year 2022 budget.

This budget will raise more total property taxes than last year's budget by \$1,185,977 or 2.13%, and of that amount, \$223,364 is tax revenue to be raised from new property added to the tax roll this year.

The proposed budget may be inspected by appointment only in the Office of the City Secretary, City of Sugar Land City Hall, 2700 Town Center Boulevard North, Sugar Land, Texas, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday; please call 281-275-2730 to schedule an appointment. The budget is available at www.sugarlandtx.gov/budget.

The Sugar Land City Council encourages all City of Sugar Land taxpayers to review the proposed budget and participate in the public hearing. You may also provide written comments or input, visit www.sugarlandtx.gov/PublicHearingComment for feedback or information.

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

Members of the public desiring to participate virtually during the set/posted time of the Public Comment and/or Public Hearing must e-mail (citysec@sugarlandtx.gov) or call ((281) 275-2730) the Office of the City Secretary by 3:00 p.m., Tuesday, September 7, 2021. Once properly registered, the Office of the City Secretary will provide instructions for direct virtual participation during the Public Comment and/or Hearing.

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



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: V.A.

AGENDA OF: City Council Meeting

INITIATED BY: *Alba Penate-Johnson, Business Development Manager*

PRESENTED BY: *Alba Penate-Johnson, Business Development Manager*

RESPONSIBLE DEPARTMENT: Economic Development

AGENDA CAPTION:

Consideration of and action on authorizing the execution of a Standard Tax Abatement Agreement by and between the City of Sugar Land, Texas, and Bluebonnet Nutrition Corporation, as Owner, pertaining to:

(1) Reinvestment Zone No. 2021-01 a 7.4447 Acre Tract of Land Located In Sugar Land, Texas At 12639 W. Airport Blvd., Sugar Land, Texas: and

(2) Development of a two-story 128,000 square foot building, with a total estimated cost of \$18,000,000.

RECOMMENDED ACTION:

Approval of a Standard Tax Abatement Agreement between the City of Sugar Land, Texas, and Bluebonnet Nutrition Corporation, as Owner.

EXECUTIVE SUMMARY:

Bluebonnet Nutrition Corporation is a family-owned company that manufactures nutritional supplements. The company offers amino acids, protein powders, multivitamins, mineral formulas, children nutrition, vitamins, minerals, food supplements, fish oils and soy products. Currently, Bluebonnet Nutrition Corporation has approximately 100 employees in Sugar Land.

On June 17th, Economic Development received a signed tax abatement incentive application. The new project is targeted for completion by December 2022. Project details are as follows:

- Development of a two-story 128,000 square foot building.
- Initial investment of approximately \$18M in real property
- 200 new jobs with an average annual salary of \$78,000.00

The City has the option to offer companies property tax abatements to encourage economic development within Sugar Land. The City does not lose money through such value-added tax abatements, as the

development would not have occurred without the tax abatement. The projects result in significant property tax value and revenue to the City after the abatement expires (maximum 10-year terms). In addition, economic growth generated by these agreements fully benefits the local school districts, as they do not participate in abatements.

The incentive package for the new improvements includes a 35% tax abatement per year for 10 years.

City Taxes Collected (Based on One-Year Snapshot)		
	With 35% Abatement	
	Value	City Taxes (\$0.33650)
Annual Total	\$14,400,000	\$31,496.40
10-Year Total		\$314,964.00

Note: The above chart assumes the assessed value of real property and improvements is equivalent to 80% of the total capital investment.

Bluebonnet Nutrition Corporation's project meets the qualifying criteria in the City's policies for incentive consideration, including the City Tax Abatement Guidelines. The City Council Economic Development Committee previously reviewed the project and concurred with staff's recommendation on the incentive package.

The Economic Development Department recommends the City Council approve a standard tax abatement agreement between the City of Sugar Land, Texas, and Bluebonnet Nutrition Corporation, as Owner.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:

ATTACHMENTS:

Description	Type
□ Tax Abatement Agreement	Contracts
□ Exhibit A	Maps

**STANDARD TAX ABATEMENT AGREEMENT BETWEEN THE
CITY OF SUGAR LAND, TEXAS, AND
BLUEBONNET NUTRITION CORPORATION**

This tax abatement agreement is made between the **CITY OF SUGAR LAND, TEXAS**, a municipal corporation of the State of Texas, and **BLUEBONNET NUTRITION CORPORATION**, as Owner.

1. Authorization and Findings. This Agreement complies with and is authorized by the Property Redevelopment and Tax Abatement Act, codified as Chapter 312 of the Texas Tax Code, as amended. The City's city council finds that:

- (a) The City has adopted Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones as required by law and the applicant's request for tax abatement conforms to those Guidelines and Criteria;
- (b) The City has created Reinvestment Zone No. 2021-01, in which the property subject to tax abatement will be located;
- (c) The property for which abatement is granted in this Agreement is not owned or leased by a member of the City's city council or the planning and zoning commission; and
- (d) The City's city council approved this Agreement by an affirmative vote of a majority of its members at a regularly scheduled council meeting.

2. Definitions. In this Agreement:

Annual Salary means the gross amount of regular or scheduled pay made by the Owner to an Employee over any consecutive 12-month period for the work performed by the Employee, excluding bonuses, overtime pay and other Employee benefits.

City means the City of Sugar Land, Texas.

City Manager means the City's city manager or any person designated or authorized to act for the city manager.

District means the Fort Bend County Central Appraisal District.

Employee means a person who:

- (a) Is a direct employee of the Owner or contract employee employed on-site and paid directly by the Owner; and
- (b) Regularly works at least 40 hours a week for the Owner on the Land at the Improvements, excluding time taken for holidays, vacations, sick leave, or other regular leave.

5-2-19

Force Majeure means lightning, earthquakes, hurricanes, storms, floods, or other natural occurrence; strikes, lockouts, riots, wars, or other civil disturbances; pandemics; or explosions, fires, or similar accidents not reasonably within the control of the Owner or Owner's agents or contractors.

Improvements means and consists of one building containing approximately 128,000 square feet of floor space, to be used for one or more of the purposes allowed by the City's Development Code within the zoning district where the Land is located consistent with Reinvestment Zone No. 2021-01, and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the buildings, all as shown in Exhibit A, attached to and incorporated into this Agreement by reference.

Land means the real property as described in Ordinance No. 2239, which created Reinvestment Zone No. 2021-01.

Owner means Bluebonnet Nutrition Corporation, a Texas corporation, the entity that owns the Land on the date taxes are abated under this Agreement or any other person or entity to which this Agreement is assigned in accordance with this Agreement.

Value means the appraised value shown on the records of the District.

Year means a calendar year from January 1 through December 31.

3. Tax Abatement.

- (a) Abatement Years and Amount. Subject to the provisions of the Agreement, in consideration of the Owner constructing the Improvements and complying with all other conditions of this Agreement, the City grants a property tax abatement on the Value of the Improvements as follows:

<u>Tax Year</u>	<u>Percentage Abatement</u>
2023	35%
2024	35%
2025	35%
2026	35%
2027	35%
2028	35%
2029	35%
2030	35%
2031	35%
2032	35%

- (b) Abatement Exclusions. The tax abatement granted does not apply to the Value of the

BLUEBONNET NUTRITION CORPORATION TAX ABATEMENT AGREEMENT/Page 2

7/12/21

Land, increases in the Value of the Land, or to inventory or supplies.

- (c) Minimum Value of Improvements. Tax abatement on the Improvements does not apply in any year where the Value of the Improvements is less than \$16,000,001 on January 1 of that year.
- (d) District Values. The District's determination of Value of the property subject to this Agreement applies. If the Owner protests the District's Value placed on the property, the Value placed on the property after the protest is resolved under State law applies.
- (e) Freeport and Goods-in-Transit Exemptions. The City has exercised its right to apply the City's ad valorem tax to any personal property located on the property subject to this Agreement that is classified as freeport goods under section 11.251 of the Texas Tax Code or is classified as goods-in-transit under section 11.253 of the Texas Tax Code. If for any reason during any year of this Agreement, the freeport goods or goods-in-transit become exempt from the City's ad valorem tax, the amount of the City's ad valorem taxes abated under this Agreement for that year automatically decreases in an amount equal to the amount of the taxes that would have been paid without the exemption of the City's ad valorem taxes on freeport goods or goods-in-transit.

4. Responsibilities of Owner. In consideration of receiving the tax abatement granted herein, the Owner agrees that:

(a) Improvements:

(1) By December 31, 2022, the Owner must:

- (a) Complete construction of the Improvements in accordance with this Agreement, the City's ordinances and regulations, and the site plan drawing attached as Exhibit A;
- (b) Have received a certificate of occupancy for the Improvements;
- (c) Have spent at least \$18,000,000.00 on materials and services in the design and for construction of the Improvements; and
- (d) Occupy the Improvements.

(2) By March 31, 2023, the Owner must submit to the City the invoices and receipts from the Owner and its contractor(s) showing that the Owner has met the requirements of Section 4(a)(1) of this Agreement.

(b) Jobs Created and Annual Salary.

(1) Beginning on January 1, 2023 and continuing through December 31, 2032, the Owner will create a total of 200 new jobs, and those Employees will be employed at the Improvements. The number of Employees for each Year of this Agreement shall be as follows:

- (1) 2023: 20 new Employees;
- (2) 2024: 20 new Employees + the 20 Employees hired in 2023;
- (3) 2025: 20 new Employees + the cumulative 40 Employees hired in 2023 and 2024;
- (4) 2026: 20 new Employees + the cumulative 60 Employees hired in 2023, 2024, and 2025;
- (5) 2027: 20 new Employees + the cumulative 80 Employees hired in 2023, 2024, 2025, and 2026;
- (6) 2028: 20 new Employees + the cumulative 100 Employees hired in 2023, 2024, 2025, 2026, and 2027;
- (7) 2029: 20 new Employees + the cumulative 120 Employees hired in 2023, 2024, 2025, 2026, 2027, and 2028.
- (8) 2030: 20 new Employees + the cumulative 140 Employees hired in 2023, 2024, 2025, 2026, 2027, 2028, and 2029;
- (9) 2031: 20 new Employees + the cumulative 160 Employees hired in 2023, 2024, 2025, 2026, 2027, 2028, 2029, and 2030; and
- (10) 2032: 20 new Employees + the cumulative 180 Employees hired in 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, and 2031.

(2) The Employees required by this Agreement must have at least an average Annual Salary of at least \$78,000.00.

(3) If, for each Year of this Agreement, the Owner fails to maintain the required minimum number of Employees, as specified in subsection 4(b)(1) above, at the Improvements for any consecutive 90-day period, the City may not declare an event of default, but the tax abatement granted by this Agreement is reduced as provided in this paragraph below:

(A) The amount of the tax abatement granted by this Agreement for the tax year following the Year in which the requirement was not met is reduced in the same percentage as the percentage decrease in the actual number of Employees that is maintained in the 90-day period.

For example, if the actual average number of Employees is 50 in any 90-day period in 2025, the percentage decrease in the actual number of Employees below the number required would be 16.67% $[(60-50) / 60] = 16.67\%$. The percentage of the tax abatement granted in 2026 under this Agreement would be decreased by the same percentage $(35\% - 16.67\% = 18.33\%)$.

(4) If the Owner fails to maintain the average Annual Salary, as required by this

BLUEBONNET NUTRITION CORPORATION TAX ABATEMENT AGREEMENT/Page 4

7/12/21

Agreement, the City may not declare an event of default, but the tax abatement granted by this Agreement is reduced as provided in this paragraph below:

- (A) The amount of the tax abatement granted by this Agreement for the Year following the year in which the requirement was not met is reduced in the same percentage as the percentage decrease in the actual average Annual Salary that is maintained will be used for the percentage calculation.

For example, if the actual Average Annual Salary is \$75,000 in any 90-day period in 2023, the percentage decrease in the actual Average Annual Salary below the salary required would be 3.8% $[(\$78,000 - \$75,000) / \$78,000] = 3.8\%$. The percentage of the tax abatement granted in 2024 under this Agreement would be decreased by the same percentage $(35\% - 3.8\% = 31.2\%)$

- (c) Occupancy Required. For each year that taxes are abated under this Agreement, the Owner will fully occupy and use the Improvements for the purposes set forth in the Owner's application for tax abatement.
- (d) Separated Contracts. The Owner will provide in any contract for the construction of the Improvements that the contract be a separated contract (under section 151.056 (b) of the Texas Tax Code and Comptroller's Rule 3 TAC, section 291, or as the referenced law or regulation is amended, recodified, or redesignated), so that there is imposed and the contractor will be required to collect from the Owner the City's municipal sales tax on the sales price of the materials incorporated into the Improvements. The Owner will provide, if requested by the City, documentation that verifies to the satisfaction of the City that the Owner has complied with the provisions of this paragraph.
- (e) District Filing. **THE OWNER IS RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- (f) Owner Certification and Reports. On or before May 1 of each year of this Agreement, the Owner will certify in writing to the City's city council that the Owner is in compliance with this Agreement and that the Owner will provide, upon the City's request, any information reasonably necessary for the City to determine if the Owner has complied with the Agreement.
- (g) City Access. The Owner will allow the City's employees access to the Improvements during regular business hours to determine if the terms of this Agreement are being met.

5. Effective Date. This Agreement is effective on the latest date of the dates executed by the parties hereto.

BLUEBONNET NUTRITION CORPORATION TAX ABATEMENT AGREEMENT/Page 5

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6. Term; Termination.

- (a) This Agreement terminates on the completion of the abatement period, unless earlier terminated as provided in this Agreement.
- (b) This paragraph is required by Chapter 2264, Tex. Gov. Code and governs over any conflicting provisions of this Agreement. The Owner will not knowingly employ undocumented workers as that term is defined in Section 2264.001, Tex. Gov. Code. If the Owner is convicted of a violation under 8 U.S.C. Section 1324a (f), the conviction is a breach of this Agreement and the city manager will send the Owner written notice that the Owner has violated this paragraph and that the Agreement terminates 30 days from the date of the notice.
- (c) The city manager may terminate this Agreement at any time during its term if the Owner:
 - (1) Fails to comply with any term of this Agreement,
 - (2) Allows ad valorem taxes on the Land or any property located thereon to become delinquent, or
 - (3) Fails to timely pay any undisputed debt owed to the City.

The City will notify the Owner of the default in writing specifying the default. If the Owner fails to cure the default within 30 days from the date of the notice to cure, the city manager may terminate this Agreement by written notice to the Owner specifying the date of termination.

- (d) If the city manager terminates this Agreement as provided in this Agreement, the Owner is liable for and will pay the City within 30 days following the date of termination of this Agreement:
 - (1) The amount of all property taxes abated under this Agreement;
 - (2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and
 - (3) Penalties on the amount abated in the year of default, at the rate provided for in the Tax Code for delinquent taxes; and
 - (4) Any money owed the City for the Owner's failure to make payments in lieu of taxes on inventory, plus interest thereon at the same rate imposed on delinquent taxes.

(e) The Owner's obligation upon termination to pay to the City monies owed for taxes abated, interest and penalties thereon, and money in lieu of taxes on inventory, survives termination and the City has a lien against the Owner's Land and Improvements for the monies owed until paid.

7. **Notice.** Unless otherwise provided in this Agreement, all notices will be in writing and may be delivered by mail, in person, or by facsimile. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices will be delivered to the following addresses:

To the Owner: Bluebonnet Nutrition Corporation
12915 Dairy Ashford Road
Sugar Land, Texas 77478
Attn: Gary Barrows, President

To the City: City Manager
City of Sugar Land
P. O. Box 110
Sugar Land, Texas 77487-0110

w/copy to: Economic Development Director
City of Sugar Land
P.O. Box 110
Sugar Land, Texas 77487-0110

Any party may designate a different address by giving the other party 10 days' written notice in the manner prescribed above.

8. **Force Majeure.** If the Owner gives written notice to the City that Owner cannot perform one or more of the Owner's obligations because of Force Majeure within ten days of the Force majeure, the City Manager may, by written notice to the Owner, suspend one or more of the Owner's obligations in whole or in part for the time and to the extent necessary to allow the Owner to overcome the Force Majeure and resume performance thereof. The City Manager may also adjust the time period to which tax abatement benefits apply to this Agreement if necessary to provide the Owner the tax abatement benefits the Owner would have received in the absence of the Force Majeure, so long as the adjusted time period of exemption does not exceed ten years.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements, whether written or oral.

10. **Assignment.**

- (a) This Agreement may be assigned if:

- (1) At least fifteen (15) days prior to the date the Owner anticipates assigning the Agreement, the Owner provides written notice (which may be given by email with confirmed receipt to the Director of Economic Development) of the anticipated assignment of this Agreement; and
- (2) The City is provided written notice of the assignment from Owner (whether assignee or assignor) within fifteen (15) days after the date the assignment occurs by either certified mail, return receipt requested or by overnight delivery service to the City of Sugar Land Economic Development Department at 2700 Town Center Blvd. North, Sugar Land, Texas 77479.

This Agreement shall automatically terminate if this Agreement is assigned without compliance with the notice requirements of subparagraphs (1) and (2) above. This Agreement shall be binding upon the parties and their respective successors and permitted assigns

BLUEBONNET NUTRITION CORPORATION

By: Gary Barrows
Print Name: Gary Barrows
Title: President
Date: 8-18-2021

CITY OF SUGAR LAND

Michael W. Goodrum, City Manager

Date: _____

ATTEST/SEAL:

Thomas Harris, III, City Secretary

BLUEBONNET NUTRITION CORPORATION TAX ABATEMENT AGREEMENT/Page 8

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APPROVED AS TO FORM:

DAnn Shea Smith

Attachment: Exhibit A – Site Drawing

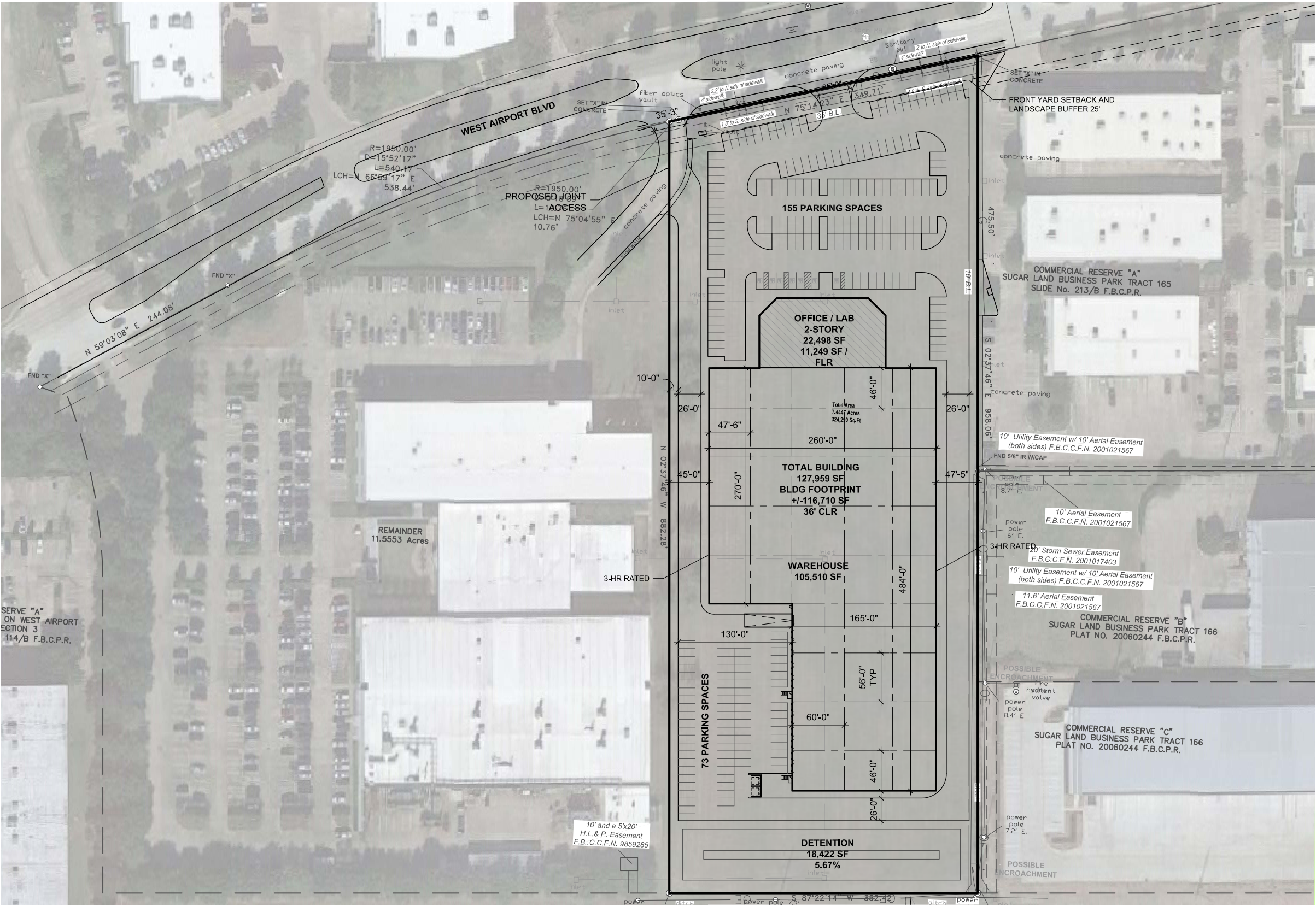
EXHIBIT A

Site Drawing Showing Improvements

(See attached)

SITE PLAN

SITE AREA: 7.4447 AC (324,290 SF)	TOTAL BUILDING: 127,959 SF	COVERAGE: 39.5%	PARKING: 228 SPACES (228 REQ.)
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City of Sugar Land Parking:
Pharmaceuticals Packing and/or Blending:
Less Than 25,000 sq.ft.: 1:500 sq.ft.
OR
25,000 or greater: 1:500 sq.ft. (Office)
PLUS
1:1,000 sq.ft. (Warehouse)

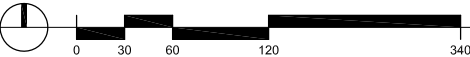
1 Landscape island per 20 spaces

Sugarland Business Park
Parking Requirements:
1:250 sq.ft. (Office)
1:500 sq.ft (Manufacturing)
1:1,000 sq.ft. (Warehouse)

Parking Requirements:
1:250 sq.ft. (Office)
Office - 22,498 SF - **90 SPACES**
1:500 sq.ft (Manufacturing)
Manuf. - 32,475 SF - **65 SPACES**
1:1,000 sq.ft. (Warehouse)
WH - 72,986 SF - **73 SPACES**

228 SPACES REQUIRED

* PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. * BOUNDARY LINES AND EASEMENTS ARE PRELIMINARY & REQUIRE VERIFICATION - SURVEY NOT PROVIDED. * ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT/ ENTRY DESIGNS ARE FINALIZED.
* RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.





City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: V.B.

AGENDA OF: City Council Meeting

INITIATED BY:

Monique Johnson, AICP, Transportation & Mobility Innovation Manager

PRESENTED BY:

Monique Johnson, Transportation & Mobility Innovation Manager

RESPONSIBLE DEPARTMENT: Engineering

AGENDA CAPTION:

Consideration of and action on authorization of an Interlocal Agreement by and between Fort Bend County, Texas, and the City of Sugar Land, Texas, in the amount of \$3,168,000 from the voter approved 2020 Fort Bend County Park Bond Funds, for the Ditch H Trail Project, CIP CPK1702.

RECOMMENDED ACTION:

Approve the interlocal funding agreement with Fort Bend County in the amount of \$3,168,000.00 to fund the Ditch H Trail Project, CIP CPK1702.

EXECUTIVE SUMMARY:

The Ditch H Trail is a core component of Sugar Land's trail network and will form a regionally significant pathway for pedestrians and bicyclists. Phase 1 of the trail will generally run along the west side Ditch H connecting from Imperial Park to Lexington Boulevard just north of the Smart Financial Centre, forming a 3.5-mile long north-south trail traversing most of the City. Phase 2 of the trail will run along Lexington Boulevard and connect to the Town Center Pedestrian Improvements and the First Colony Trail on Austin Parkway. Once complete, the trail will connect many residential areas to major destinations and employment centers in Sugar Land. The Ditch H Trail is a key part of the City's efforts

to improve bicycle and pedestrian connectivity and will provide Sugar Land residents with additional transportation options for commuting and recreational trips.

On November 3, 2020, the Fort Bend County Parks Bond referendum received voter approval to authorize funding \$38.4 million dollars in parks and trail projects, including the Ditch H Trail project. The Parks Bond referendum allocated \$3,200,000.00 towards the construction costs for Ditch H Trail, minus a 1% consultant fee that is applied to all projects included in the 2020 Fort Bend County Parks Bond, bringing the total Fort Bend County allocation to \$3,168,000.00. The total estimated construction cost for the project is \$7,200,000.00 and there is approximately \$6,400,000.00 remaining in the project balance from the City's 2013 Parks Bond. Therefore, the City will be required to match the remaining funds for the project in the amount of \$4,032,000.00, which is available in the remaining project balance.

The Engineering Department recommends the City Council approve the interlocal funding agreement with Fort Bend County in the amount of \$3,168,000.00 to fund the Ditch H Trail Project, CIP CPK1702.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
□ Interlocal Funding Agreement - Ditch H Trail	Agreement

THE STATE OF TEXAS
COUNTY OF FORT BEND

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INTERLOCAL AGREEMENT FOR DITCH H TRAIL FUNDING

This Interlocal Agreement (hereinafter referred to as “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as “County”), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF SUGAR LAND, TEXAS (hereinafter referred to as “City”), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, the Fort Bend County Parks Bond (“Bond”) passed on November 3, 2020; and

WHEREAS, the Bond authorized funding for a variety of projects, including the Ditch H Trail Project (“Project”); and

WHEREAS, the Project includes approximately 5 miles of a 10-ft wide concrete trail and sidepath, three pedestrian bridges, three below-grade crossings, wayfinding signs, and utility adjustments, at an estimated cost of Seven Million Two Hundred Thousand Dollars (\$7,200,000.00);

WHEREAS, the Bond authorizes the County to provide Three Million One Hundred Sixty-Eight Thousand Dollars (\$3,168,000.00) in funding towards the construction cost of the Ditch H Trail project; and

WHEREAS, the funds will be used by the City towards the construction cost of the Project; and

WHEREAS, the City and County believe it is in their best interests to enter into this Agreement, to allow for the Project to move forward; and

WHEREAS, the City and County agree to abide by all pertinent federal, state, and local laws and regulations; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the County and City agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to outline the obligations related to the design and construction of the Project.

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

3. Term of the Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect unless terminated as provided below, or the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled.

4. City Responsibilities.

a. Design.

- i. The City will fund and manage the design.
- ii. The City will provide County a final set of plans upon completion of the design of the Project and prior to bidding.
- iii. The City will conduct all utility coordination and/or relocations with private franchise utility companies.
- iv. The City has the right to extend the limits of the Project as necessary to improve connectivity at the City's expense.

b. Construction.

- i. The City will oversee the construction.
- ii. The City will forward the County a request for payment within 30 days after letting the Project. This will include a copy of the low bid and award letter.
- iii. The City will submit to the County a full accounting of the funds expended on the Project within 90 days after the completion of the Project and a set of record drawings

5. County Responsibilities.

- a. Construction. The County agrees to pay the City Three Million One Hundred Sixty-Eight Thousand Dollars (\$3,168,000.00) out of the 2020 Parks Bond Bonds upon request for payment by the City.
- b. Payment Terms. The County will pay 100% of the allocated funds for the Project upon the City's award of the construction contract, within 30 days of the written request from the City.
- c. The County agrees the funds will be used for the following Project description:
 - i. Installation of approximately 3 miles of 10-ft wide concrete trail, including two connections from University Blvd, two connections from Meadowcroft Blvd, and one connection from Wescott Ave;
 - ii. Installation of approximately 2 miles of 10-ft wide concrete sidepath along Lexington Blvd;
 - iii. Construction of one pedestrian bridge over Ditch H near Imperial Park;
 - iv. Construction of one pedestrian bridge over Bullhead Slough, parallel to Ditch H;
 - v. Construction of one pedestrian bridge parallel to the Fort Bend County Levee Improvement District #17 pump station in Telfair;
 - vi. Construction of one below-grade crossing along Ditch H at State Highway 6;
 - vii. Construction of one below-grade crossing along Ditch H at Meadowcroft Blvd;

- viii. Construction of one below-grade crossing along Ditch H at US 59; and
- ix. Installation of 15 wayfinding signs to accommodate trail users.

6. Schedule.

- a. The anticipated completion date for the Project design is December 2021.
- b. The anticipated start date for construction is Summer 2022.

7. Limit of Appropriation.

- a. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of Three Million One Hundred Sixty- Eight Thousand Dollars (\$3,168,000.00), specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.
- b. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will pay the City hereunder will not under any condition, circumstance or interpretation hereof exceed Three Million One Hundred Sixty- Eight Thousand Dollars (\$3,168,000.00).

8. Termination. This Agreement shall remain in effect unless:

- a. The Agreement is terminated in writing with the mutual consent of the parties;
- b. The Agreement is terminated by one party because of a breach; or
- c. The City does not appropriate funds for the Project.

9. Insurance and Liability.

- a. The City and the County are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.
- b. Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

10. Miscellaneous.

- a. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

b. Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.

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

d. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

e. This Agreement cannot be assigned by either party.

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

County: Fort Bend County Parks and Recreation
Attn: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

City: City of Sugar Land, Texas
Attn: City Manager
2700 Town Center Blvd. North
Sugar Land, Texas 77479

Any such notice will be effective: (i) upon receipt if delivered in person; or (ii) three (3) business days after actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid. Each party may change its address by written notice in accordance with this section.

12. This instrument, in duplicate originals, has been executed by the parties hereto as follows. This Agreement shall not be effective until executed by all parties.

CITY OF SUGAR LAND, TEXAS

By: _____

Michael W. Goodrum, City Manager

Date: _____

ATTEST/SEAL:

Thomas Harris, III, City Secretary

APPROVED AS TO FORM:

FORT BEND COUNTY, TEXAS

By: _____

KP George, County Judge

Date: _____

ATTEST/SEAL:

Laura Richard, Fort Bend County Clerk



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: V.C.

AGENDA OF: City Council Meeting

INITIATED BY:

Monique Johnson, AICP, Transportation & Mobility Innovation Manager

PRESENTED BY:

Monique Johnson, Transportation & Mobility Innovation Manager

RESPONSIBLE DEPARTMENT: Engineering

AGENDA CAPTION:

Consideration of and action on authorization of an Interlocal Agreement by and between Fort Bend County, Texas, and the City of Sugar Land, Texas, in the amount of \$1,485,000 from the voter approved 2020 Fort Bend County Park Bond Funds, for the First Colony Trail Project, CIP CPK1506.

RECOMMENDED ACTION:

Approve the interlocal funding agreement with Fort Bend County in the amount of \$1,485,000.00 to fund the First Colony Trail Project, CIP CPK1506.

EXECUTIVE SUMMARY:

The First Colony Trail is a core component of Sugar Land's trail network and will provide significant trail connections within the First Colony Area and to key destinations, including the Town Center Regional Activity Center. The project consists of new trail connections to Lexington Boulevard and Austin Parkway, a crossing underneath Sweetwater Boulevard, and four new pedestrian bridges, making safe connections over the various waterways in the area. Once complete, the trail will connect many residential areas to major destinations and employment centers in Sugar Land. The First Colony Trail is a key part of the City's efforts to improve bicycle and pedestrian connectivity and will provide Sugar Land residents with

additional transportation options for commuting and recreational trips.

On November 3, 2020, the Fort Bend County Parks Bond referendum received voter approval to authorize funding \$38.4 million dollars in parks and trail projects, including the First Colony Trail project. The Parks Bond referendum allocated \$1,500,000 towards the construction costs for First Colony Trail, minus a 1% consultant fee that is applied to all projects included in the 2020 Fort Bend County Parks Bond, bringing the total Fort Bend County allocation to \$1,485,000. The total estimated construction cost for the project is \$2,600,000. The First Colony Trail project has approximately \$1,300,000 remaining in the project budget from the City’s 2013 Parks Bond, which will be used to match the construction costs for the project.

The Engineering Department recommends the City Council approve the interlocal funding agreement with Fort Bend County in the amount of \$1,485,000 to fund the First Colony Trail Project, CIP CPK1506.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description		Type
☐ Interlocal Funding Agreement - First Colony Trail		Agreement
☐ First Colony Trail Map		Maps

THE STATE OF TEXAS
COUNTY OF FORT BEND

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INTERLOCAL AGREEMENT FOR FIRST COLONY TRAIL FUNDING

This Interlocal Agreement (hereinafter referred to as “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as “County”), a body corporate and politic, acting by and through its Commissioners Court, and the CITY OF SUGAR LAND, TEXAS (hereinafter referred to as “City”), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, the Fort Bend County Parks Bond (“Bond”) passed on November 3, 2020; and

WHEREAS, the Bond authorized funding for a variety of projects, including the First Colony Trail Project (“Project”); and

WHEREAS, the Project includes approximately 1 mile of a 10-ft wide concrete trail, four pedestrian bridges, one below-grade crossing on Sweetwater Blvd., wayfinding signs, and utility adjustments, at an estimated cost of Two Million Six Hundred Thousand Dollars (\$2,600,000.00);

WHEREAS, the Bond authorizes the County to provide One Million Four Hundred Eighty-Five Thousand Dollars (\$1,485,000.00) in funding towards the construction cost of the Project; and

WHEREAS, the funds will be used by the City towards the construction cost of the Project; and

WHEREAS, the City and County believe it is in their best interests to enter into this Agreement, to allow for the Project to move forward; and

WHEREAS, the City and County agree to abide by all pertinent federal, state, and local laws and regulations; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the County and City agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to outline the obligations related to the design and construction of the Project.

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

3. Term of the Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect unless terminated as provided below, or the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled.

4. City Responsibilities.

a. Design.

- i. The City will fund and manage the design.
- ii. The City will provide County a final set of plans upon completion of the design of the Project and prior to bidding.
- iii. The City will conduct all utility coordination and/or relocations with private franchise utility companies.
- iv. The City has the right to extend the limits of the Project as necessary to improve connectivity at the City's expense.

b. Construction.

- i. The City will oversee the construction.
- ii. The City will forward the County a request for payment within 30 days after letting the Project. This will include a copy of the low bid and award letter.
- iii. The City will submit to the County a full accounting of the funds expended on the Project within 90 days after the completion of the Project and a set of record drawings

5. County Responsibilities.

- a. Construction. The County agrees to pay the City One Million Four Hundred Eighty-Five Thousand and No/100 Dollars (\$1,485,000.00) out of the 2020 Parks Bond Bonds upon request for payment by the City.
- b. Payment Terms. The County will pay 100% of the allocated funds for the Project upon the City's award of the construction contract, within 30 days of the written request from the City.
- c. The County agrees the funds will be used for the following Project description:
 - i. Installation of approximately 1 mile of 10-ft wide concrete trail;
 - ii. Construction of two pedestrian bridges over Ditch A;
 - iii. Construction of two pedestrian bridges over Ditch C;
 - iv. Construction of one below-grade crossing along Ditch A at Sweetwater Blvd.; and
 - v. Installation of 10 wayfinding signs to accommodate trail users.

6. Schedule.

- a. The anticipated completion date for the Project design is Fall 2021.
- b. The anticipated start date for construction is Spring 2022.

7. Limit of Appropriation.

- a. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of One Million Four Hundred Eighty-Five Thousand and No/100 Dollars (\$1,485,000.00), specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.
- b. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will pay the City hereunder will not under any condition, circumstance or interpretation hereof exceed One Million Four Hundred Eighty-Five Thousand and No/100 Dollars (\$1,485,000.00).

8. Termination. This Agreement shall remain in effect unless:

- a. The Agreement is terminated in writing with the mutual consent of the parties;
- b. The Agreement is terminated by one party because of a breach; or
- c. The City does not appropriate funds for the Project.

9. Insurance and Liability.

- a. The City and the County are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.
- b. Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

10. Miscellaneous.

- a. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- b. Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- c. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and had never been contained herein.

d. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

e. This Agreement cannot be assigned by either party.

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

County: Fort Bend County Parks and Recreation
Attn: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

City: City of Sugar Land, Texas
Attn: City Manager
2700 Town Center Blvd. North
Sugar Land, Texas 77479

Any such notice will be effective: (i) upon receipt if delivered in person; or (ii) three (3) business days after actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid. Each party may change its address by written notice in accordance with this section.

12. This instrument, in duplicate originals, has been executed by the parties hereto as follows. This Agreement shall not be effective until executed by all parties.

CITY OF SUGAR LAND, TEXAS

FORT BEND COUNTY, TEXAS

By: _____

By: _____

Michael W. Goodrum, City Manager

KP George, County Judge

Date: _____

Date: _____

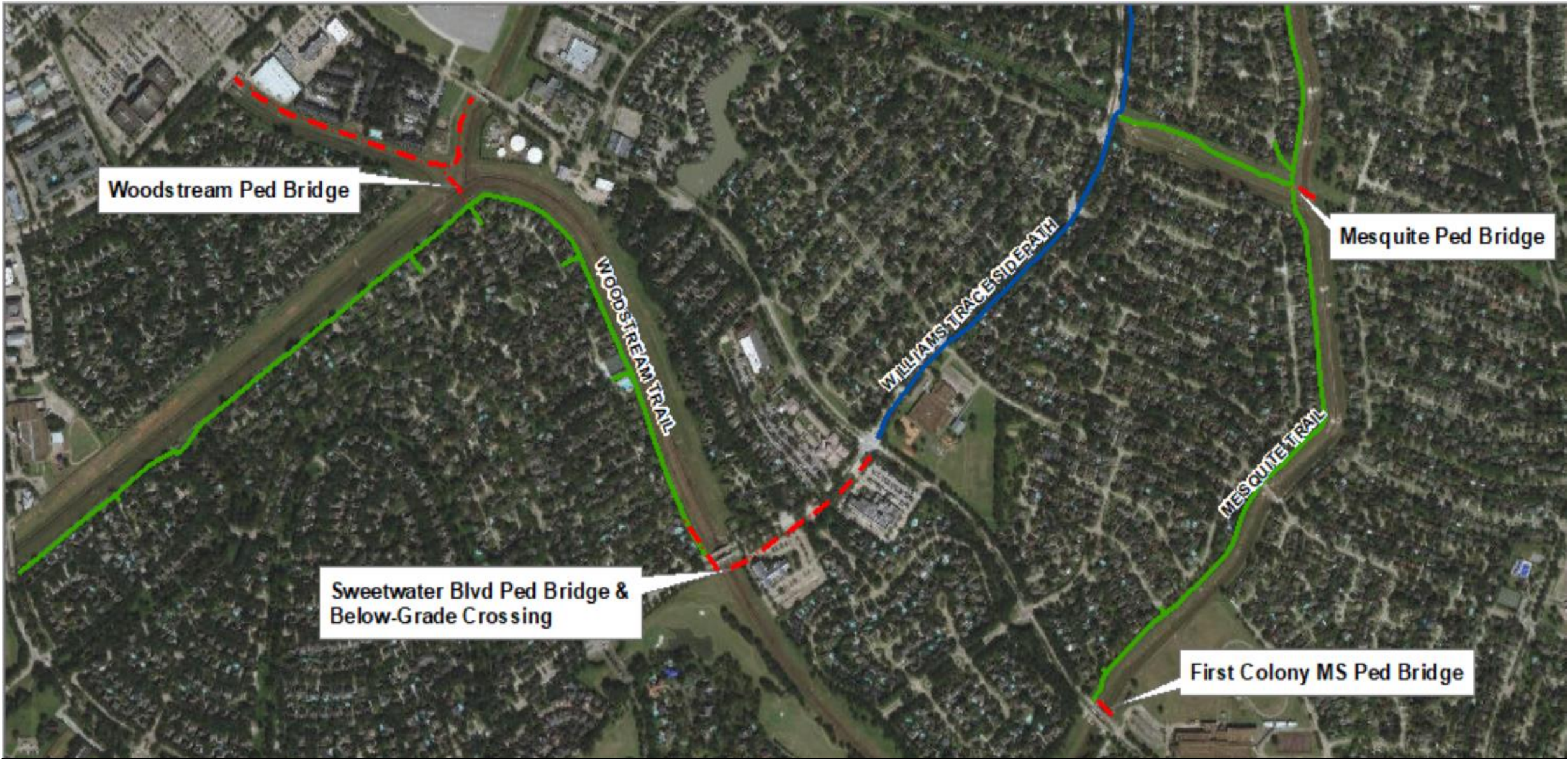
ATTEST/SEAL:

ATTEST/SEAL:

Thomas Harris, III, City Secretary

Laura Richard, Fort Bend County Clerk

APPROVED AS TO FORM:



First Colony Trail – 2020 FBC Parks Bond

Tuesday, September 7 2021, City Council Meeting

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- First Colony Trail
- Existing Trail
- Existing Sidepath



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: V.D.

AGENDA OF: City Council Meeting

INITIATED BY: *Larysa Chiski, PD Administrative Manager*

PRESENTED BY: *Eric Robins, Chief of Police*

RESPONSIBLE DEPARTMENT: Police

AGENDA CAPTION:

Consideration of and action on authorization of an Agreement by and between New Territory Residential Community Association, and the City of Sugar Land, Texas, for additional law enforcement services.

RECOMMENDED ACTION:

City Council approve a one-year agreement with New Territory Residential Community Association for supplemental law enforcement services to the areas within the geographical boundaries of the Association in the amount of \$358,014.96.

EXECUTIVE SUMMARY:

The Sugar Land Police Department requests consideration and approval of the Agreement between the City of Sugar Land and the New Territory Residential Community Association for supplemental law enforcement services to the areas within the geographical boundaries of the Association. SLPD will not reduce the level of services provided to New Territory residents. Contract services are meant to supplement and not to supplant or replace the duties or services normally provided to the neighborhood by SLPD.

The Agreement is a one-year agreement from October 1, 2021, through September 30, 2022. The City will invoice the Association monthly for the services provided in the amount of \$29,834.58; the annual amount is \$358,014.96. The Agreement can be renewed for additional one-year terms upon 60 days' written notice. Prior to each renewal, the Agreement will be

reviewed by the City for continued legal compliance and updated to reflect any necessary pricing adjustments. Entering into a policing Agreement will benefit New Territory residents and SLPD. Both regular shift and contract officer interactions with residents will be consistent and conducted in the Sugar Land Way. Residents will only need to contact one police agency to express concerns or receive information about crime in their neighborhood. Alerts, crime stats, crime tips, and other information disseminated will be from one police source, ensuring its accuracy and preventing conflicting data/information/directions. Should a critical emergency such as an active shooter occur in the City, the additional contract officers would be able to respond, thereby quickly bolstering normal shift officer staffing and protecting citizens.

The Sugar Land Police Department recommends City Council approve the Agreement with New Territory Residential Community Association for supplemental law enforcement services to the areas within the geographical boundaries of the Association.

BUDGET

EXPENDITURE REQUIRED: \$358,014.96

CURRENT BUDGET: 0

ADDITIONAL FUNDING: \$358,014.96 in FY22

FUNDING SOURCE:Revenue from Contract Billing

ATTACHMENTS:

Description	Type
□ Agreement	Contracts

LAW ENFORCEMENT SERVICES AGREEMENT

1. PARTIES

- 1.1 This Agreement (the "Agreement") is entered into by and between the New Territory Residential Community Association, (the "Association"), acting by and through its Board of Directors, and the City of Sugar Land, Texas (the "City"), acting by and through its City Council.

2. RECITALS

- 2.1 The Association has requested that the City authorize, direct and provide supplemental law enforcement services (the "Services") to the areas within the geographical boundaries of the Association (the "Area").

3. TERM

- 3.1 Term. The term of this Agreement shall be effective at 12:01 a.m. October 1, 2021 (or, if later, on the date signed by City) and expire on September 30, 2022 at 11:59 p.m., unless sooner terminated pursuant to the terms herein contained.
- 3.2 Holdover after expiration. Upon written request by the Association, the City may continue to provide Services under this Agreement, on a month-to-month basis for up to three months. Such Services will be billed on a monthly basis and will be charged at the rates shown in Exhibit A for Holdover Services.
- 3.3 Additional Terms. This Agreement can be renewed for additional one-year terms upon sixty (60) day written notice by the Association prior to the end of the term. Prior to each renewal, the Agreement will be reviewed by the City for continued legal compliance and Exhibit A will be updated to reflect any necessary pricing adjustments.

4. SERVICES

- 4.1 City Personnel. The City agrees to provide licensed peace officers employed by the City ("City Personnel") to provide the Services for the term of this Agreement. As employees, the City Personnel will remain under the control and supervision of the City and the City will be responsible for the payment of salaries (including benefits) and providing Workers Compensation Coverage. City Personnel assigned by the City to provide the Services will devote ninety-five percent (95%) of their assigned working time to providing the Services to the Association.
- 4.2 Vehicles and Equipment. The City will provide the City Personnel marked vehicles, fuel, and other equipment necessary to enable the City Personnel to provide the Services.

- 4.3 No reduction in service levels. The City will not reduce the level of services provided by the City in the Area and acknowledges that the Services are meant to supplement and not to supplant or replace the duties or services normally provided by the City in the Area.
- 4.4 Services. Law enforcement services may include, but are not limited: patrolling, preparing reports, appearing in court, arresting persons, and transporting suspects.
- 4.5 Records maintained. The City will maintain all police reports in accordance with State retention requirements. Additionally, the City will provide the Association with a monthly activity report.

5. PAYMENT

- 5.1 The City will invoice the Association monthly for Services provided during the previous month. Such invoices shall be due within thirty (30) days of receipt by the Association. The Services will be charged at the rates shown in Exhibit A.
- 5.2 Payment must be delivered to the City's Finance Department, P.O. Box 5029, Sugar Land, Texas 77487-5029, or the department and address as specified by the City in writing from time-to-time.

6. TERMINATION AND DEFAULT

- 6.1 If the Association defaults in the payment of any obligation hereunder, the City may terminate this Agreement after giving the Association written notice of default and thirty (30) business days to cure such default. If the default is not cured within such time, the City may terminate this Agreement immediately by giving written notice of termination to the Association.

7. NOTICE

- 7.1 Any notice required to be given to a party hereunder shall be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

To the City: City of Sugar Land
2700 Town Center Boulevard
Sugar Land, Texas 77479
Attn: City Manager

With a copy to: City of Sugar Land
1200 Highway 6 South
Sugar Land, Texas 77478
Attn: Chief of Police

To the Association: New Territory Residential Community Association
6101 Homeward Way
Sugar Land, TX 77479-5042
Attn: Michael Walker

Notice shall be deemed given upon deposit of the notice in the United States Mail.

- 7.2 Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

8. INDEMNITY AND HOLD HARMLESS

- 8.1. **THE ASSOCIATION AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE ASSOCIATION'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE ASSOCIATION AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE ASSOCIATION AND OTHER PERSON OR ENTITY.**
- 8.2. The Association shall furnish the City with insurance certificate(s) and a copy of each policy that is in effect as of the effective date of this Agreement for the verification and approval by the City's Risk Management Department. The Association shall provide the City subsequent insurance certificates throughout the term of this Agreement upon request. The Association shall carry Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverages shall be written on per occurrence forms. Policies shall name the City, its elected and appointed officials, agents and employees as additional insureds.

9. MISCELLANEOUS

- 9.1 The terms and provisions of this Agreement constitute the entire agreement between the City and the Association, and no modification of this Agreement is effective unless in writing and executed by the parties.

9.2 THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH TEXAS LAW AND VENUE IS HEREBY FIXED TO ANY COURT OF COMPETENT JURISDICTION IN FORT BEND COUNTY, TEXAS.

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

CITY OF SUGAR LAND, TEXAS

By: _____
Michael Goodrum, City Manager

Date Signed: _____

ATTEST:

Thomas Harris, III, City Secretary

New Territory Residential Community Association

BY: Michael Casio
Name
Association Rep

Date Signed: 7-30-21

BY: Louis J. Manuel II

7/30/21

Exhibit "A"

Sugar Land Police Department
Contract Officer Budget Proposal
_____ Homeowners' Association
For the 12-month period of
October 1, 2021 through September 30, 2022

Charges for Services & Cost Estimate

Description	Estimated Costs Total	
Salary & Benefits	\$	303,611
Salary (3) Police Officers		201,475
Education Pay		3,600
Certification Pay		1,800
Longevity		288
TMRS		30,844
WORKERS COMP		2,763
MEDICARE EMPLOYER		3,070
Other Benefits		55,239
Vehicle related cost	\$	51,417
Fuel		10,755
Maint. & Repair		5,400
Capital/ Vehicle Replacement		33,699
Property Coverage		1,563
Other O&M cost	\$	21,831
Travel & Training		1,500
Equipment & Weapons		14,627
Body Cam License		3,204
Uniforms & Body Armor		1,500
Operating & Training Supplies		1,000
Administrative Fee	\$	-
Total Estimated Costs	\$	376,858
Total Estimated Costs @95%	\$	358,015
Monthly	\$	29,835

Holdover services will be billed at the above rates plus 3%.



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: V.E.

AGENDA OF: City Council Meeting

INITIATED BY: *Larysa Chiski, PD Administrative Manager*

PRESENTED BY: *Eric Robins, Chief of Police*

RESPONSIBLE DEPARTMENT: Police

AGENDA CAPTION:

Consideration of and action on authorization of an Agreement by and between Greatwood Community Association, and the City of Sugar Land, Texas, for additional law enforcement services.

RECOMMENDED ACTION:

City Council approve a one-year agreement with Greatwood Community Association for supplemental law enforcement services to the areas within the geographical boundaries of the Association in the amount of \$358,014.96.

EXECUTIVE SUMMARY:

The Sugar Land Police Department requests consideration and approval of the Agreement between the City of Sugar Land and the Greatwood Community Association for supplemental law enforcement services to the areas within the geographical boundaries of the Association. SLPD will not reduce the level of services provided to Greatwood residents. Contract services are meant to supplement and not to supplant or replace the duties or services normally provided to the neighborhood by SLPD.

The Agreement is a one-year agreement from October 1, 2021, through September 30, 2022. The City will invoice the Association monthly for the services provided in the amount of \$29,834.58; the annual amount is \$358,014.96. The Agreement can be renewed for additional one-year terms upon 60 days' written notice. Prior to each renewal, the Agreement will be

reviewed by the City for continued legal compliance and updated to reflect any necessary pricing adjustments. Entering into a policing Agreement will benefit Greatwood residents and SLPD. Both regular shift and contract officer interactions with residents will be consistent and conducted in the Sugar Land Way. Residents will only need to contact one police agency to express concerns or receive information about crime in their neighborhood. Alerts, crime stats, crime tips, and other information disseminated will be from one police source, ensuring its accuracy and preventing conflicting data/information/directions. Should a critical emergency such as an active shooter occur in the City, the additional contract officers would be able to respond, thereby quickly bolstering normal shift officer staffing and protecting citizens.

The Sugar Land Police Department recommends City Council approve the Agreement with Greatwood Community Association for supplemental law enforcement services to the areas within the geographical boundaries of the Association.

BUDGET

EXPENDITURE REQUIRED: \$358,014.96

CURRENT BUDGET: 0

ADDITIONAL FUNDING: \$358,014.96 in FY22

FUNDING SOURCE:Revenue from Contract Billing

ATTACHMENTS:

Description	Type
□ Agreement	Contracts

LAW ENFORCEMENT SERVICES AGREEMENT

1. PARTIES

- 1.1 This Agreement (the "Agreement") is entered into by and between the Greatwood Community Association, (the "Association"), acting by and through its Board of Directors, and the City of Sugar Land, Texas (the "City"), acting by and through its City Council.

2. RECITALS

- 2.1 The Association has requested that the City authorize, direct and provide supplemental law enforcement services (the "Services") to the areas within the geographical boundaries of the Association (the "Area").

3. TERM

- 3.1 Term. The term of this Agreement shall be effective at 12:01 a.m. October 1, 2021 (or, if later, on the date signed by City) and expire on September 30, 2022 at 11:59 p.m., unless sooner terminated pursuant to the terms herein contained. This Agreement may be terminated sooner in accordance with the provisions set forth in Section 6.2 below.
- 3.2 Holdover after expiration. Upon written request by the Association, the City may continue to provide Services under this Agreement, on a month-to-month basis for up to three months. Such Services will be billed on a monthly basis and will be charged at the rates shown in Exhibit A for Holdover Services.
- 3.3 Additional Terms. This Agreement can be renewed for additional one-year terms upon sixty (60) day written notice by the Association prior to the end of the term. Prior to each renewal, the Agreement will be reviewed by the City for continued legal compliance and Exhibit A will be updated to reflect any necessary pricing adjustments.

4. SERVICES

- 4.1 City Personnel. The City agrees to provide licensed peace officers employed by the City ("City Personnel") to provide the Services for the term of this Agreement. As employees, the City Personnel will remain under the control and supervision of the City and the City will be responsible for the payment of salaries (including benefits) and providing Workers Compensation Coverage. City Personnel assigned by the City to provide the Services will devote ninety-five percent (95%) of their assigned working time to providing the Services to the Association.
- 4.2 Vehicles and Equipment. The City will provide the City Personnel marked vehicles, fuel, and other equipment necessary to enable the City Personnel to provide the Services.

- 4.3 No reduction in service levels. The City will not reduce the level of services provided by the City in the Area and acknowledges that the Services are meant to supplement and not to supplant or replace the duties or services normally provided by the City in the Area.
- 4.4 Services. Law enforcement services may include, but are not limited: patrolling, preparing reports, appearing in court, arresting persons, and transporting suspects.
- 4.5 Records maintained. The City will maintain all police reports in accordance with State retention requirements. Additionally, the City will provide the Association with a monthly activity report.

5. PAYMENT

- 5.1 The City will invoice the Association monthly for Services provided during the previous month. Such invoices shall be due within thirty (30) days of receipt by the Association. The Services will be charged at the rates shown in Exhibit A.
- 5.2 Payment must be delivered to the City's Finance Department, P.O. Box 5029, Sugar Land, Texas 77487-5029, or the department and address as specified by the City in writing from time-to-time.

6. TERMINATION AND DEFAULT

- 6.1 If the Association defaults in the payment of any obligation hereunder, the City may terminate this Agreement after giving the Association written notice of default and thirty (30) business days to cure such default. If the default is not cured within such time, the City may terminate this Agreement immediately by giving written notice of termination to the Association. The Association may also terminate this Agreement for a material breach after giving the City thirty (30) business days' written notice and the opportunity to cure.
- 6.2 Notwithstanding anything to the contrary herein, during the first year of this Agreement, either party may terminate this contract with or without cause upon giving thirty (30) business days' written notice to the other party without further obligation.

7. NOTICE

- 7.1 Any notice required to be given to a party hereunder shall be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

To the City: City of Sugar Land
 2700 Town Center Boulevard
 Sugar Land, Texas 77479
 Attn: City Manager

With a copy to: City of Sugar Land
1200 Highway 6 South
Sugar Land, Texas 77478
Attn: Chief of Police

To the Association: Greatwood Community Association
8802 Greatwood Parkway
Sugar Land, TX 77479
ATTN: Association General Manager
Phone: 281-545-1134

Notice shall be deemed given upon deposit of the notice in the United States Mail.

- 7.2 Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

8. INDEMNITY AND HOLD HARMLESS

- 8.1. **THE ASSOCIATION AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE ASSOCIATION'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE ASSOCIATION AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE ASSOCIATION AND OTHER PERSON OR ENTITY.**
- 8.2. The Association shall furnish the City with insurance certificate(s) and a copy of each policy that is in effect as of the effective date of this Agreement for the verification and approval by the City's Risk Management Department. The Association shall provide the City subsequent insurance certificates throughout the term of this Agreement upon request. The Association shall carry Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverages shall be written on per occurrence forms. Policies shall name the City, its elected and appointed officials, agents and employees as additional insureds.

9. MISCELLANEOUS

- 9.1 The terms and provisions of this Agreement constitute the entire agreement between the City and the Association, and no modification of this Agreement is effective unless in writing and executed by the parties.
- 9.2 THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH TEXAS LAW AND VENUE IS HEREBY FIXED TO ANY COURT OF COMPETENT JURISDICTION IN FORT BEND COUNTY, TEXAS.
- 9.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

CITY OF SUGAR LAND, TEXAS

By: _____
Michael Goodrum, City Manager

Date Signed: _____

ATTEST:

Thomas Harris, III, City Secretary

Greatwood Community Association

BY: _____
Name *Chris LeDoux*
Association Rep

Date Signed: 8/27/21

BY: _____
Name
Association Rep

Date Signed: _____

Exhibit "A"

Sugar Land Police Department
Contract Officer Budget Proposal
For the 12-month period of
October 1, 2021 through September 30, 2022

Charges for Services & Cost Estimate	
Description	Estimated Costs Total
Salary & Benefits	\$ 303,611
Salary (3) Police Officers	201,475
Merit Increase	4,533
Education Pay	3,600
Certification Pay	1,800
Longevity	288
TMRS	30,844
WORKERS COMP	2,763
MEDICARE EMPLOYER	3,070
Other Benefits	55,239
Vehicle related cost	\$ 51,417
Fuel	10,755
Maint. & Repair	5,400
Capital/ Vehicle Replacement	33,699
Property Coverage	1,563
Other O&M cost	\$ 21,831
Travel & Training	1,500
Equipment & Weapons	14,627
Body Cam License	3,204
Uniforms & Body Armor	1,500
Operating & Training Supplies	1,000
Administrative Fee	\$ -
Total Estimated Costs	\$ 376,858
Total Estimated Costs @95%	\$ 358,015
Monthly	\$ 29,835

Holdover services will be billed at the above rates plus 3%.



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: VI.A.

AGENDA OF: City Council Meeting

INITIATED BY: *Jessica Huble, Interim Public Private Partnership Manager*

PRESENTED BY: *Jessica Huble, Interim Public Private Partnership Manager*

RESPONSIBLE DEPARTMENT: Economic Development

AGENDA CAPTION:

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2241**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER FIVE, ARTICLE XIII OF THE CODE OF ORDINANCES REGARDING SPECIAL EVENTS BY ADDING A DEFINITION FOR AMPLIFICATION DEVICES TO SECTION 5-501 AND AMENDING THE NOISE REGULATIONS IN SECTION 5-506.

RECOMMENDED ACTION:

Review of and discussion on amending Chapter Five, Article XIII of the Code of Ordinances regarding Special Events by adding a definition for amplification devices to Section 5-501 and amending the noise regulations in Section 5-506.

EXECUTIVE SUMMARY:

In December 2016, City Council adopted Ordinance No. 2065, governing Special Events. The purpose of the ordinance is to protect, preserve, and promote the safety and welfare of the public; and ensure city costs are recovered from Special Event producers. There is a permit required for all special events and destination venues that meet the requirements outlined in the Special Events Ordinance, which ensures compliance with minimum operational standards for events.

As part of regular review of the City's ordinances and due to continued requests for extended time frames for the use of fireworks on holidays, specifically Fourth of July and New Year's Eve, staff is proposing amplification devices be defined in the Special Events Ordinance, inclusive of fireworks. Additionally, staff is recommending various 30-minute extensions for the Fourth of July and formalizing parameters for fireworks shows on New Year's Eve. As a reminder, a Special Events Permit is required to host a firework show in Sugar Land. Further, to better accommodate Triple-A baseball games as the result of the recent ownership change of the Sugar Land Skeeters, staff is recommending several time frame extensions related to the use of amplification devices and fireworks at Constellation Field.

During this presentation, staff will review the proposed revisions outlined in Ordinance No. 2241, which will amend Chapter 5, Article XIII of the Code of Ordinances regarding Special Events by adding a definition for amplification devices to Section 5-501 and amending the noise regulations in Section 5-506. This item has previously been reviewed with the City Council Economic Development Committee and presented to City Council at the August 24, 2021 workshop. Pending City Council's approval, the Second Reading of Ordinance No. 2241 would occur September 21, 2021.

BUDGET

EXPENDITURE REQUIRED: 0

CURRENT BUDGET: 0

ADDITIONAL FUNDING: 0

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
□ Ordinance No. 2241	Ordinances

ORDINANCE NO. 2241

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER FIVE, ARTICLE XIII OF THE CODE OF ORDINANCES REGARDING SPECIAL EVENTS BY ADDING A DEFINITION FOR AMPLIFICATION DEVICES TO SECTION 5-501 AND AMENDING THE NOISE REGULATIONS IN SECTION 5-506.

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

Section 1. That Chapter 5, Article VIII, Section 5-501, Definitions, of the Code of Ordinance of the City of Sugar Land is amended by adding a definition for “Amplification Devices” to read as follows:

Amplification Devices means devices or equipment used to amplify sound, and includes fireworks.

Section 2. That Chapter 5, Article VIII, Section 5-506, Noise Regulations, of the Code of Ordinance of the City of Sugar Land is amended to read as follows:

Sec. 5-506. Noise Regulations.

(a) Special Events must comply with the following noise regulations:

Location	Amplification Devices may be used:	Maximum Noise Levels measured at:	
		Sound booth/control center	Adjacent residential property line
Non-City Destination Venue	Sunday - Thursday: 7:00 a.m. to 9:00 p.m., except for July 4 th , in which the time is extended to 9:30 p.m.	N/A	85 dB(C)
	Friday - Saturday: 7:00 a.m. to 10:00 p.m.		
Smart Financial Centre	N/A	N/A	85 dB(C)
Festival Site	Sunday- Thursday: 7 a.m. to 11 p.m.	110 dB(C)	85 dB(C)
	Friday – Saturday: 7 a.m. to 11:59 p.m.		
Plaza Adjacent to Smart Financial Centre	Sunday- Thursday: 7 a.m. to 10 p.m.	N/A	85 dB(C)
	Friday – Saturday: 7 a.m. to 11:00 p.m.		

Constellation Field	<u>Baseball games/Post-game Activities</u> Sunday-Thursday: 7 a.m. to 10:30 p.m., except for Opening Day and/or Closing Day, in which the time is extended to 11 p.m. Friday-Saturday: 7 a.m. to 11:30 p.m.	102 dB(C)	85 dB(C)
	<u>Non-baseball games/Special Events:</u> Sunday- Thursday: 7 a.m. to 10 p.m. Friday – Saturday: 7 a.m. to 11 p.m.		
	<u>Special Events held on off-site parking lot or exterior areas of the Stadium (including Adjacent Parking):</u> Monday - Sunday: 8 a.m. to 10 p.m.		

(b) New Year's Eve (December 31) Fireworks Exception – City Wide: Fireworks must conclude by 12:15 a.m. on January 1.

Section 3. 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 _____, 2021.

ADOPTED on second consideration on _____, 2021.

Joe R. Zimmermann, Mayor

ATTEST:

Thomas Harris III, City Secretary

APPROVED AS TO FORM:

DAnn Shea Snick



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: VI.B.

AGENDA OF: City Council Meeting

INITIATED BY: *Jennifer Brown, Director of Finance*

PRESENTED BY: *Jennifer Brown, Director of Finance*

RESPONSIBLE DEPARTMENT: Budget

AGENDA CAPTION:

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2243:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, APPROVING AND ADOPTING THE 2022 SERVICE PLAN; THE 2021 ASSESSMENT ROLL; AND LEVYING ASSESSMENTS FOR THE 2021 CALENDAR YEAR FOR PROPERTY LOCATED IN THE ENCLAVE AT RIVER PARK PUBLIC IMPROVEMENT DISTRICT.

RECOMMENDED ACTION:

Consideration and action on first reading of Ordinance No. 2243 establishing an assessment for 2021 for the Enclave at River Park Public Improvement District.

EXECUTIVE SUMMARY:

Background Information

The Enclave at River Park Public Improvement District (PID) was created in 2014 by Ordinance of the City Council at the request of the developer of the property. The development covers 54.5 acres and includes 139 platted lots along with landscape reserves and public infrastructure. The PID allows for public infrastructure to be constructed and reimbursed in a cost-effective manner, like a Municipal Utility District, but more efficient as the City Council serves as the governing body for the PID.

All property owners in the district are provided disclosure of the home's location in the PID at closing and are advised that the property is subject to assessment by the district. The development agreement provided for the reimbursement of \$2 million in public infrastructure plus interest for a total of \$2,125,000. Properties in the district have been paying an assessment since 2015 and the City also contributes an amount equal to 50% of the City property taxes collected on those properties in the prior year, like the tax rebates provided to in-City MUDs. The assessment amount has decreased annually from the initial \$1,107 in 2015, as the area has developed due to the increasing contribution by the City from the tax revenues.

The developer reimbursement was paid in January 2019 through a combination of cash from the assessments paid to date plus the issuance of bonds with a 15-year maturity. Future assessments are tied to the debt service schedule to ensure that funds are available to make the debt payments.

2021 Assessment

The 2021 assessment amount is \$460 per lot, which is a \$100 decrease from the prior year assessment of \$560 per lot. The assessment is billed and collected by Fort Bend County and included on the property tax bill for these properties.

Public Hearing

In accordance with LOCAL GOVERNMENT CODE § 372.016, notice to hold a public hearing on the proposed PID assessment must be published in at least one newspaper of general circulation in the county in which the municipality is located. This notice must be published not later than the 10th day before the public hearing on the proposed assessment. In addition to the required notice being mailed to each property owner, the City sent a letter explaining the PID to each property owner in advance of the public hearing. The letter provided more background information than required by the local government code including what the developer reimbursements were for, and the anticipated continued decline of the assessments until the debt pays off in 2031.

Based on the debt service payments required in the FY22 budget, the City has prepared a proposed assessment roll. The roll states the assessment to be levied against each parcel of land in the district. The proposed assessment roll was filed with the City Secretary as required by the code referenced above. The proposed assessment roll is subject to public inspection.

Public Hearing Comments

The public hearing notice provided the ability for residents to comment online for the public hearing. During the public hearing held on August 17, there were no speakers and the City received no written or online comments.

Recommended Action

Consider and approve first reading of the 2021 proposed assessment for the Enclave at River Park Public Improvement District.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:

ATTACHMENTS:

Description		Type
☐ Ordinance No 2243		Ordinances
☐ Exhibit A - PID Assessment Roll		Other Supporting Documents

ORDINANCE NO. 2243

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, APPROVING AND ADOPTING THE 2022 SERVICE PLAN; THE 2021 ASSESSMENT ROLL; AND LEVYING ASSESSMENTS FOR THE 2021 CALENDAR YEAR FOR PROPERTY LOCATED IN THE ENCLAVE AT RIVER PARK PUBLIC IMPROVEMENT DISTRICT.

WHEREAS, Chapter 372 (Public Improvement District Assessment Act) of the Texas Local Government Code (Act) authorized the creation of the Enclave at River Park Public Improvement District (District); and

WHEREAS, on August 19, 2014, the City Council passed Resolution 14-32 establishing the District; and

WHEREAS, on August 17, 2021, the City Council held a public hearing, properly noticed under the Act, to consider the levy of the proposed assessments on property located within the District for calendar year 2021; and

WHEREAS, at the August 17, 2021 public hearing, the City Council provided the public an opportunity to state their objections to the proposed assessment, NOW, THEREFORE;

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

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

Section 2. That the assessments set out in **Exhibit A**, attached and incorporated into this ordinance:

- (a) should be made and levied against the property and property owners within the District;
- (b) are in proportion to the benefits to the property for the services and improvements in the District; and
- (c) establish substantial justice, equality, and uniformity in the amount assessed against each property owner for the benefits received and burdens imposed.

Section 3. That the 2022 Service Plan set out in **Exhibit B** is feasible and sound and will serve the needs of the property owners in the District and that the assessment rate of \$460 per lot is reasonable and consistent with the special benefits conferred by the District.

Section 4. That the procedures followed and apportionment of the cost of the services and improvements in the District comply with applicable law and the purpose for which the District was formed.

Section 5. That the following are exempted from the payment of the assessment and are excluded from the assessment roll:

(a) property owned by a utility that is located in a public street or rights-of-way;

(b) property owned by the City and used for a public purpose; and

(c) property platted as a “Landscape Reserve” on the plats filed as File No. 20130247 and File No. 20140222 in the real property records of Fort Bend County.

Section 6. That the assessments shown on Exhibit A are levied and assessed against the property in the District and against the record owner of the property identified by the Fort Bend County Appraisal District records.

Section 7. That the assessment shown in Exhibit A:

(a) accrues interest at a rate of 0% from the effective date of this Ordinance until February 1, 2022;

(b) accrues interest, penalties, and attorney’s fees in the same manner as a delinquent ad valorem tax after February 1, 2022, until paid; and

(c) is a lien on the property shown in Exhibit A and the personal liability of the property owner.

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 the ordinance.

APPROVED on first consideration on _____, 2021.

ADOPTED on second consideration on _____, 2021.

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:



Thomas Harris III, City Secretary

Attachments: Exhibit A (pdf) – 2021 Assessment Roll for property located in the Enclave at River Park Public Improvement District.

Exhibit B – 2022 Service Plan for the Enclave at River Park Public Improvement District

Exhibit B

Enclave at River Park PID Service Plan for FY2022 – 2026

Fiscal Year	2022	2023	2024	2025	2026
<u>Revenues</u>					
Assessments	\$ 61,589	\$ 52,189	\$ 47,939	\$ 43,439	\$ 38,689
City Contribution	85,430	85,430	85,430	85,430	85,430
Interest Income	10	10	10	10	10
Total Sources	147,029	137,629	133,379	128,879	124,129
<u>Expenses</u>					
Debt Service	156,494	146,969	137,569	133,319	128,819
Billing & Collection	50	50	50	50	50
Total Uses	156,544	147,019	137,619	133,369	128,869
Fund Balance Drawdown	(9,515)	(9,390)	(4,240)	(4,490)	(4,740)
Annual Assessment	\$ 460	\$ 390	\$ 360	\$ 320	\$ 290

Enclave at River Park PID Assessment Plan

The Enclave at River Park PID assessment rate is \$460 per lot for 2021.

PID Assessment bills are mailed by the Fort Bend County Tax Office directly to the property owners (to the mailing address listed with the Tax office) and will be collected on the schedule listed below:

Mailed no later than December 31

Due by January 31

Delinquent on February 1

Penalties and interest accrue to delinquent PID assessments just as with delinquent property taxes. The penalty rate on delinquent PID assessment levies is 10% per year. PID assessments remain with the property and continue to accrue penalties until paid in full with the Fort Bend County Tax Office.

Quick Ref ID	Property Address	Ownership Percentage	2021 Assessment
R426112	6010 Regal Falls CT	100	\$ 460.00
R426113	6006 Regal Falls CT	100	\$ 460.00
R426114	6003 Regal Falls CT	100	\$ 460.00
R426115	6007 Regal Falls CT	100	\$ 460.00
R426116	6011 Regal Falls CT	100	\$ 460.00
R426117	2402 Sandy Ridge CT	100	\$ 460.00
R426118	2406 Sandy Ridge CT	100	\$ 460.00
R426119	2407 Sandy Ridge CT	100	\$ 460.00
R426120	2403 Sandy Ridge CT	100	\$ 460.00
R426121	2402 Linden Bluff CT	100	\$ 460.00
R426122	2406 Linden Bluff CT	100	\$ 460.00
R426123	2410 Linden Bluff CT	100	\$ 460.00
R426124	2414 Linden Bluff CT	100	\$ 460.00
R426125	2411 Linden Bluff CT	100	\$ 460.00
R426126	2407 Linden Bluff CT	100	\$ 460.00
R426127	2403 Linden Bluff CT	100	\$ 460.00
R437631	2314 Cranbrook Ridge LN	100	\$ 460.00
R437632	2310 Cranbrook Ridge LN	100	\$ 460.00
R437633	2306 Cranbrook Ridge LN	100	\$ 460.00
R437634	2302 Cranbrook Ridge LN	100	\$ 460.00
R437635	2234 Cranbrook Ridge LN	100	\$ 460.00
R437636	2230 Cranbrook Ridge LN	100	\$ 460.00
R437637	2226 Cranbrook Ridge LN	100	\$ 460.00
R437638	2222 Cranbrook Ridge LN	100	\$ 460.00
R437639	2218 Cranbrook Ridge LN	100	\$ 460.00
R437640	2114 Thornton Hills CT	100	\$ 460.00
R437641	2110 Thornton Hills CT	100	\$ 460.00
R437642	2106 Thornton Hills CT	100	\$ 460.00
R437643	2103 Thornton Hills CT	100	\$ 460.00
R437644	2107 Thornton Hills CT	100	\$ 460.00
R437645	2130 Cranbrook Ridge LN	100	\$ 460.00
R437646	2126 Cranbrook Ridge LN	100	\$ 460.00
R437647	2122 Cranbrook Ridge LN	100	\$ 460.00
R437648	2118 Cranbrook Ridge LN	100	\$ 460.00
R437649	2114 Cranbrook Ridge LN	100	\$ 460.00
R437650	2110 Cranbrook Ridge LN	100	\$ 460.00
R437651	2106 Cranbrook Ridge LN	50	\$ 230.00
R437651	2106 Cranbrook Ridge LN	50	\$ 230.00
R437652	2102 Cranbrook Ridge LN	100	\$ 460.00
R437653	2026 Cranbrook Ridge LN	100	\$ 460.00
R437654	2022 Cranbrook Ridge LN	100	\$ 460.00
R437655	2018 Cranbrook Ridge LN	100	\$ 460.00
R437656	2014 Cranbrook Ridge LN	100	\$ 460.00
R437657	2010 Cranbrook Ridge LN	100	\$ 460.00

Quick Ref ID	Property Address	Ownership Percentage	2021 Assessment
R437658	2006 Cranbrook Ridge LN	100	\$ 460.00
R437659	2002 Cranbrook Ridge LN	100	\$ 460.00
R437660	2450 Flowering Brook LN	100	\$ 460.00
R437661	2446 Flowering Brook LN	100	\$ 460.00
R437662	2442 Flowering Brook LN	100	\$ 460.00
R437663	2438 Flowering Brook LN	100	\$ 460.00
R437664	2434 Flowering Brook LN	100	\$ 460.00
R437665	2430 Flowering Brook LN	100	\$ 460.00
R437666	2426 Flowering Brook LN	100	\$ 460.00
R437667	2422 Flowering Brook LN	100	\$ 460.00
R437668	6207 Garden Lakes LN	100	\$ 460.00
R437669	6211 Garden Lakes LN	100	\$ 460.00
R437670	6215 Garden Lakes LN	100	\$ 460.00
R437671	6219 Garden Lakes LN	100	\$ 460.00
R437672	6223 Garden Lakes LN	100	\$ 460.00
R437673	6227 Garden Lakes LN	100	\$ 460.00
R437674	6231 Garden Lakes LN	50	\$ 230.00
R437674	6231 Garden Lakes LN	50	\$ 230.00
R437675	6235 Garden Lakes LN	100	\$ 460.00
R437676	6239 Garden Lakes LN	100	\$ 460.00
R437677	6243 Garden Lakes LN	100	\$ 460.00
R437678	6246 Garden Lakes LN	100	\$ 460.00
R437679	6242 Garden Lakes LN	100	\$ 460.00
R437680	6238 Garden Lakes LN	100	\$ 460.00
R437681	6234 Garden Lakes LN	100	\$ 460.00
R437682	6230 Garden Lakes LN	100	\$ 460.00
R437683	6226 Garden Lakes LN	100	\$ 460.00
R437684	6222 Garden Lakes LN	100	\$ 460.00
R437685	6218 Garden Lakes LN	100	\$ 460.00
R437686	6214 Garden Lakes LN	100	\$ 460.00
R437687	6210 Garden Lakes LN	100	\$ 460.00
R437688	6206 Garden Lakes LN	100	\$ 460.00
R437689	6202 Garden Lakes LN	100	\$ 460.00
R437690	6126 Garden Lakes LN	100	\$ 460.00
R437691	6122 Garden Lakes LN	100	\$ 460.00
R437692	6118 Garden Lakes LN	100	\$ 460.00
R437693	6114 Garden Lakes LN	100	\$ 460.00
R437694	6110 Cottage Grove CT	100	\$ 460.00
R437695	6106 Cottage Grove CT	100	\$ 460.00
R437696	6102 Cottage Grove CT	100	\$ 460.00
R437697	6103 Cottage Grove CT	100	\$ 460.00
R437698	6107 Cottage Grove CT	100	\$ 460.00
R437699	6111 Cottage Grove CT	100	\$ 460.00
R437700	2406 Flowering Brook LN	100	\$ 460.00

Quick Ref ID	Property Address	Ownership Percentage	2021 Assessment
R437701	2402 Flowering Brook LN	100	\$ 460.00
R437702	2323 Cranbrook Ridge LN	100	\$ 460.00
R437703	2319 Cranbrook Ridge LN	100	\$ 460.00
R437704	2313 Cranbrook Ridge LN	100	\$ 460.00
R437705	2311 Cranbrook Ridge LN	100	\$ 460.00
R437706	2307 Cranbrook Ridge LN	100	\$ 460.00
R437707	2303 Cranbrook Ridge LN	100	\$ 460.00
R437708	2227 Cranbrook Ridge LN	100	\$ 460.00
R437709	2223 Cranbrook Ridge LN	100	\$ 460.00
R437710	2219 Cranbrook Ridge LN	100	\$ 460.00
R437711	2215 Cranbrook Ridge LN	100	\$ 460.00
R437712	2207 Cranbrook Ridge LN	100	\$ 460.00
R437713	2203 Cranbrook Ridge LN	100	\$ 460.00
R437714	2131 Cranbrook Ridge LN	100	\$ 460.00
R437715	2127 Cranbrook Ridge LN	100	\$ 460.00
R437716	2123 Cranbrook Ridge LN	100	\$ 460.00
R437717	6211 Falls Ridge CT	100	\$ 460.00
R437718	6207 Falls Ridge CT	100	\$ 460.00
R437719	6203 Falls Ridge CT	100	\$ 460.00
R437720	6202 Falls Ridge CT	100	\$ 460.00
R437721	6206 Falls Ridge CT	100	\$ 460.00
R437722	6210 Falls Ridge CT	100	\$ 460.00
R437723	6214 Falls Ridge CT	100	\$ 460.00
R437724	6219 Calico Pointe CT	100	\$ 460.00
R437725	6215 Calico Pointe CT	100	\$ 460.00
R437726	6211 Calico Pointe CT	100	\$ 460.00
R437727	6207 Calico Pointe CT	100	\$ 460.00
R437728	6203 Calico Pointe CT	100	\$ 460.00
R437729	6206 Calico Pointe CT	100	\$ 460.00
R437730	6210 Calico Pointe CT	100	\$ 460.00
R437731	6214 Calico Pointe CT	100	\$ 460.00
R437732	6218 Calico Pointe CT	100	\$ 460.00
R437733	2451 Flowering Brook LN	100	\$ 460.00
R437734	2447 Flowering Brook LN	100	\$ 460.00
R437735	2443 Flowering Brook LN	100	\$ 460.00
R437736	2439 Flowering Brook LN	100	\$ 460.00
R437737	2435 Flowering Brook LN	100	\$ 460.00
R437738	2431 Flowering Brook LN	100	\$ 460.00
R437739	2427 Flowering Brook LN	100	\$ 460.00
R437740	2423 Flowering Brook LN	100	\$ 460.00
R437741	2419 Flowering Brook LN	100	\$ 460.00
R437742	2415 Flowering Brook LN	100	\$ 460.00
R437743	2411 Flowering Brook LN	100	\$ 460.00
R437744	2407 Flowering Brook LN	100	\$ 460.00

Quick Ref ID	Property Address	Ownership Percentage	2021 Assessment	
R437745	2403 Flowering Brook LN	100	\$	460.00
R437746	2402 Norfolk Valley CT	100	\$	460.00
R437747	2406 Norfolk Valley CT	100	\$	460.00
R437748	2410 Norfolk Valley CT	100	\$	460.00
R437749	2414 Norfolk Valley CT	100	\$	460.00
R437750	2415 Norfolk Valley CT	50	\$	230.00
R437750	2415 Norfolk Valley CT	50	\$	230.00
R437751	2411 Norfolk Valley CT	100	\$	460.00
R437752	2407 Norfolk Valley CT	100	\$	460.00
R437753	2403 Norfolk Valley CT	100	\$	460.00



City Council Agenda Request

SEPTEMBER 7, 2021

AGENDA REQUEST NO: VI.C.

AGENDA OF: City Council Meeting

INITIATED BY: *Allie Salz, Budget Analyst*

PRESENTED BY: *Scott Butler, Director of Budget & Strategy*

RESPONSIBLE DEPARTMENT: Budget

AGENDA CAPTION:

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2246:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 (FEES FOR VARIOUS CITY SERVICES) AND CHAPTER 5, ARTICLE VIII, DIVISION 3 (RATES AND CHARGES), SECTIONS 5-246-5-265, BY REVISING CITY SERVICE FEES AND OTHER MATTERS RELATED THERETO.

RECOMMENDED ACTION:

Approve on first reading Ordinance No. 2246, amending fees for various city services.

EXECUTIVE SUMMARY:

Background

As directed by the Council adopted Financial Management Policy Statements (FMPS), the Budget Office annually reviews the City's fees for various services to ensure they accurately reflect market conditions and makes recommendations of new fees that may be needed. Charges for services ensure that those who benefit from services are supporting the cost of those services.

Limitations on property taxes mean that user fees are an important resource to the City and

help to manage growth in tax bills. The FY22 budget includes increases to existing fees such as EMS transport fees, and permits/inspection fees, as well as CPI adjustments to other fees. The city is in the process of completing a comprehensive user fee study.

Existing Fee Changes

As part of a commitment to financial stewardship, user fees are an important resource to the City and help to manage growth in tax bills. The FY22 budget includes increases to existing fees based on CPI adjustments.

CPI Adjustment

Fees for various services across the City were adjusted using a 3% CPI from 2020 to 2021. The 3% CPI was applied to all fees that were also individually evaluated by their respective departments. This was done in order to ensure the market conditions warranted a CPI increase on the individual fees.

Some departments do not recommend changing fees if the new fee amount would put the City out-of-market or the current fee is sufficient to recover cost of services.

New Fees and Other Adjustments

Residential Solid Waste Rates

Each year, the contractual rate with Republic Services is subject to adjustment by the CPI or 2.5%, whichever is greater. As a result of staff negotiations with Republic Services, the rate adjustment is able to be limited to 1.25% instead of the 2.5% allowed under the contract. The rate will increase from \$19.76 to \$20.00 per month, effective bills issued on or after January 1, 2022.

Water Utility Rates

The City recently completed a multi-year Integrated Water Resource Plan (IWRP), evaluating options and alternatives to secure water supplies for our community's long term needs and meet the mandated 60% reduction in groundwater usage by 2025. The plan weighed the City's ultimate water needs versus costs from sources such as groundwater, surface water, raw and reclaimed water, with a recommended portfolio of resources that is diverse, balanced and cost effective.

The IWRP recommended a Utility Rate Study be completed to determine the best way to recover the cost of providing utility services and prepare for upcoming capital investment to meet the 60% groundwater reduction mandate. Phase I of the utility rate study has been completed and recommends rate increases to better recover the cost of operating the utility system. Over the next year additional work will be completed to work through policy level decisions based on discussions with the City Council during the FY22 budget process, where

Council requested that the City defer capital investment through strategic utilization of the groundwater credits that have accumulated since the City began earning them – through over-conversion at the 30% reduction mandate, or through educational programs.

The recommended rates will result in an increase of \$10.00 to residential utility bills based on 10,000 gallons water usage with a 6,000 gallon winter average for bills issued after January 1, 2022.

Recommendation

Staff recommends approval of first reading of Ordinance No. 2246. Second reading will be placed on the September 21, 2021 agenda for consideration. All fees and rates are effective January 1, 2022.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
□ FY22 Fee Ordinance	Ordinances

ORDINANCE NO. 2246

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 (FEES FOR VARIOUS CITY SERVICES) AND CHAPTER 5, ARTICLE VIII, DIVISION 3 (RATES AND CHARGES), SECTIONS 5-246-5-265, BY REVISING CITY SERVICE FEES AND OTHER MATTERS RELATED THERETO.

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

Section 1. That Chapter 2, Article V, Division 4 (Fees for various city services) is amended to read as follows:

DIVISION 4. - FEES FOR VARIOUS CITY SERVICES

Sec. 2-136. Environmental and Neighborhood Services Fees

The fees set out below are adopted for the city services outlined therein:

(a) *Animal services:*

- (1) Animal impoundment\$32.00
- (2) Shelter fee (per day)\$14.50
- (3) Dog adoption fee\$118.00
- (4) Cat adoption fee\$103.00
- (5) Registration—Dangerous dog\$113.25
- (6) Microchip implant fee\$15.50

The city manager may reduce or waive the dog adoption fee, cat adoption fee, or both:

- a. When the cat or dog population exceeds the animal shelter capacity for dogs or cats; or
- b. In connection with intergovernmental or other adoption events that the city manager determines serves a public purpose.

The reduction or waiver of the dog or cat adoption fee must be uniformly applied.

(b) *Food establishments and inspections:*

- (1) Food establishments, per year:
One to four employees\$241.00
Five to nine employees\$483.25
Ten to 25 employees\$724.75

- 26 to 50 employees\$966.25
- 51 to 100 employees\$1,207.75
- 101 or more employees\$1,449.50
- (2) Nonprofit food establishment\$120.25
- (3) Mobile food establishment medallion fee\$362.25
- (4) Retail frozen dessert manufacturing permit fee\$248.25
- (5) Frozen dessert excess sample fee\$123.75
- (6) Temporary food establishment permit TYPE 1\$37.50
 - Plus, per day of operation\$24.50
- (7) Temporary food establishment permit TYPE 2\$506.00
- (8) Temporary vendor fee\$21.00
- (9) Food establishment permit special processing fee\$123.75
- (10) Food establishment pre-opening inspection fee\$181.75
- (11) Food establishment construction re-inspection fee\$123.75
- (12) Food establishment operations re-inspection fee41 percent of fee for existing permit
- (13) Replacement of permit or medallion\$24.50
- (14) Expedited temporary food permit\$27.50
- (15) Fire mobile food unit inspection fee\$42.75
- (c) *Residential rental property license fees:*
 - (1) License for dwelling unit in single-family dwelling or condominium dwelling\$93.50
 - (2) License for multifamily dwelling (per each dwelling unit in the multifamily dwelling)\$9.50
 - (3) Single-family residential rental property license\$93.50
 - (4) First inspection and first re-inspectionNo charge
 - (5) Second re-inspection\$61.50
 - (6) Third and each subsequent re-inspection\$123.25
 - (7) Replacement license\$7.25
 - (8) Late rental license renewal\$32.00
- (d) *Solid waste fees, licenses and rates:*
 - (1) Residential solid waste fees:
 - a. Residential solid waste services\$20.00/month

- b. First solid waste cartno charge
- c. Additional solid waste cart\$5.32/month
- d. Recycle carts\$0.00
- e. Cart change fee\$26.83/cart

(2) Commercial solid waste fees, rates, and licenses:

- a. Application for commercial solid waste or recyclable materials operator's license\$212.76
- b. Commercial solid waste fees and exclusive franchise rates for collection and disposal of commercial solid waste:

	Monthly Rate Based on Number of Service Days Per Week						
	1	2	3	4	5	6	7
Cart	\$14.59	\$21.89					
Front end load containers:							
2-yard	97.19	173.42	249.70	325.93	402.18	494.49	586.81
3-yard	107.37	189.60	271.83	354.06	436.30	534.60	632.91
4-yard	116.40	204.63	292.83	381.06	469.27	573.57	677.86
6-yard	138.69	238.89	339.08	439.27	539.48	655.73	772.00
8-yard	155.93	268.10	380.26	492.42	604.55	732.81	861.04
10-yard	214.40	368.62	522.87	677.08	831.29	1,007.61	1,183.94

	Monthly Rate Based on Number of Service Days Per Week						
	1	2	3	4	5	6	7
Front end load vertical compactors:							

4-yard	222.83	406.48	506.54	662.89	703.53	750.45	809.84
6-yard	323.62	609.74	758.50	994.32	1,055.31	1,125.66	1,216.02

Each Haul and Disposal				
Roll-off Container	Haul	Disposal	Excess Tonnage (Additional Fee)	Total
Open top:				
Up to 6 tons	216.64	216.64		433.28
Over 6 less than 10 tons	216.64	216.64	36.11 per ton	433.28 + 36.11 per ton
Over 10 tons	216.64	216.64	54.16 per ton	433.28 plus 54.16 per ton
Delivery—Open top	146.78			
Dry run	146.78			
Compactors:				
Up to 7 tons	240.71	252.75		493.46
Over 7 less than 10 tons	240.71	252.75	36.11 per ton	493.46 + 36.11 per ton
Over 10 tons	240.71	252.75	54.16 per ton	493.46 + 54.16 per ton
Dry run	146.78			

(3) Construction and demolition roll-off pricing (each haul/disposal):

Each Haul and Disposal Based on Project Size			
	1—10 Hauls	11—50 Hauls	51+ Hauls
Roll-off container:			
20-yard	\$379.11	\$360.17	\$341.20
30-yard	\$454.95	\$435.98	\$417.03
40-yard	\$530.77	\$511.81	\$492.84

Additional Fees:	
Extra lift	\$84.04
Relocation of container	\$84.04
Container delivery	\$84.04
Container removal	\$84.04
Container swap out	\$84.04
Pull out fee	\$27.66 (up to 10 feet)
Container lock (monthly rental)	\$8.52
Container lock (purchase)	\$207.44
Enclosure lock	\$17.02
Casters	\$13.83

- (4) Not to exceed monthly rate based on number of days of service per week for exclusive franchisee's collection of commercial recyclable materials:

	Number of Service Days Per Week				
	1	2	3	4	5
Cart	\$6.02	n/a	n/a	n/a	n/a
Front end load containers:					
4-yard	\$51.13	n/a	n/a	n/a	n/a
6-yard	\$78.17	\$156.35	n/a	n/a	n/a
8-yard	\$104.23	\$208.45	\$312.68	\$416.91	\$521.13
Front end load vertical compactors:					
4-yard	\$171.96	\$343.95	\$469.02	n/a	n/a
6-yard	\$257.96	\$515.93	\$705.53	n/a	n/a

- (5) Liquid waste application and license fees:

- a. Application for liquid waste operator's license\$212.76
- b. License fee—Five percent of the liquid waste operator's gross revenues

2-137. Community Development Fees

The fees set out below are adopted for the city services outlined therein:

- (a) *Building Permits, licenses and inspections:*

*If the contractor begins work prior to the issuance of any required permit, all fees established below are to be doubled. Any re-inspections under the building, plumbing, mechanical, or electrical code required as a result of a failure to pass the initial inspection or if the system is not ready for inspection at the requested time will result in a \$50.75 fee.

- (1) Commercial building:

Building permit and plan check fees (based on construction value).

The minimum total fee for any commercial building permit will be \$58.25.

- a. First \$1,000.00 or fraction thereof\$20.50
Additional \$1,000.00 or fraction thereof, up to and including \$50,000.00
.....\$6.75
- b. First \$50,000.00\$356.00
Additional \$1,000.00 or fraction thereof, up to and including \$100,000.00
.....\$5.50
- c. First \$100,000.00\$628.00
Additional \$1,000.00 or fraction thereof, up to and including \$500,000.00
.....\$3.75
- d. First \$500,000.00\$2,268.25
Additional \$1,000.00 or fraction thereof\$2.25
- e. Plan checking fee—One-half of building permit fee when valuation exceeds the minimum permit fee.

(2) Residential building:

Building permit and plan check fees (based on square footage).

- a. One-100 square feet\$55.00 base permit
Additional square feet, up to 500\$.55 per square foot
- b. 501 square feet\$275.00 base permit
Additional square feet, up to 1,000\$.60 per square foot
- c. 1,001 square feet\$600.00 base permit
Additional square feet, up to 1,500\$.60 per square foot
- d. 1,500 square feet\$900.00 base permit
Additional square feet, up to 2,000\$.60 per square foot
- e. 2,001 square feet\$1,200.00 base permit
Additional square feet, up to 3,000\$.60 per square foot
- f. 3,001 square feet\$1,800.00 base permit
Additional square feet, up to 4,000\$.60 per square foot
- g. 4,001 square feet\$2,400.00 base permit
Additional square feet, up to 5,000\$.65 per square foot
- h. 5,001 square feet\$3,250.00 base permit
Additional square feet\$.65 per square foot

- i. Plan checking feeOne-half of building permit fee
- j. Pool permit\$330.00 / \$162.50 plan check
- k. Roof permit\$127.00
- l. Foundation/piers and pilings\$130.75
- m. Generator permit\$330.00 / \$165.00 plan check
- n. Solar permit\$253.75 / \$127.00 plan check
- o. Fence permit\$78.50 for first 50 feet, \$10.50 per additional 50 ft.

(3) Commercial and residential building:

- a. Contractor registration fee\$34.50

Unless otherwise exempt from registration fees, all contractors registered with the city will pay a registration fee annually.

- b. Overtime inspections, per hour (minimum of two hours) ... \$54.75
- c. Moving permit for moving any building or structure . . . \$122.75

(4) Demolition permit fees:

- a. Commercial:

First 100,000 cubic feet . . . \$61.75

Each additional 1,000 cubic feet or fraction thereof...\$50

- b. Residential:

Base fee...\$61.75

Plan checking fee for The Hill Residential District (HR-1) . . . one-half of residential demolition permit fee

(b) *Plumbing services and gas permit fees:*

Base fee of \$37.75 plus any number of the following, each:

- (1) Plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection)\$10.25
- (2) Building sewer\$37.75
- (3) Each sample well\$19.00
- (4) Each water heater and/or vent\$10.25
- (5) Installation of water piping\$10.25
- (6) Installation of water treating/softening equipment\$10.25
- (7) Backflow protective device\$10.25
- (8) Interceptors/separators (each)\$37.75
- (9) Gas inspection fee—1 to 3 openings\$19.00

- (10) Gas inspection fee—Each additional opening\$6.25
- (11) Storm sewer tie in\$73.50
- (12) Catch basin or outside area drain—First two\$19.00
- (13) Catch basin or outside area drain—each additional installed under same permit\$10.25
- (14) Junction box (each)\$10.25
- (15) Roof drain or outside downspout\$10.25
- (c) *Irrigation permit fee:*
 - (1) Irrigation permit—Application\$19.00
 - (2) Irrigation permit—Plan review\$37.75
 - (3) Residential irrigation system permit\$37.75
 - (4) Commercial irrigation system permit (per irrigation zone)\$36.75
- (d) *Mechanical services fee:*
 - (1) Commercial buildings:
 - a. Building permits and mechanical services base fee, first \$1,000.00 in construction valuation\$35.00
 - b. Each additional \$1,000.00 of valuation.....\$10.25
 - (2) Residential buildings:
 - a. Up to 5,000 square feet\$113.25
 - b. 5,001 to 10,000 square feet\$159.75
 - c. 10,001 to 15,000 square feet\$231.75
 - d. 15,001 to 20,000 square feet\$463.50
 - e. 20,001 square feet and above\$669.50
 - f. HVAC replacements\$115.00
- (e) *Electrical services fee:*
 - (1) Change of occupancy permit\$37.75
 - (2) Building permits and electrical services base fee\$37.75

Base fee plus any number of the following, each:

 - a. Meter loop and service—Up to and including 50 Kw\$19.00
 - b. Meter loop and service—Over 50 Kw through 250 Kw\$19.00
 - c. Meter loop and service—Over 250 Kw\$37.75
 - d. Sub panel with eight or more circuits (each)\$10.25
 - e. Electric heat—Up to and including one Kw\$10.25

- f. Electric heat—One Kw through ten Kw\$10.25
- g. Electric heat—Over ten Kw\$10.25
- h. Electric heat—Plus, per Kw\$2.25
- i. Outlets\$1.00
- j. Lighting fixtures\$1.00
- k. Range receptacle\$6.25
- l. Clothes dryer\$6.25
- m. Cooking tops\$6.25
- n. Ovens\$6.25
- o. Garbage disposals\$6.25
- p. Dishwasher\$6.25
- q. Miscellaneous\$24.50
- r. Motion picture/commercial sound equipment\$10.25
- s. X-ray machines\$10.25
- t. Motors—Up to and including one Hp\$6.25
- u. Motors—Over one Hp through ten Hp\$9.75
- v. Motors—Over ten Hp\$10.25
- w. Motors—Plus, per Hp\$2.25
- x. Transformers—Up to and including one Kva\$2.25
- y. Transformers—Over one Kva through ten Kva\$10.25
- z. Transformers—Over ten Kva\$10.25
- aa. Transformers—Plus, per Kva\$2.25
- bb. Ball park and parking lot light poles (each)\$37.75
- cc. Pole with guy wire (each)\$10.25
- dd. Temporary saw pole\$25.25
- ee. TCI/letter required\$37.75
- ff. Reconnection fee\$37.75
- gg. Sign circuit\$10.25
- hh. Water heater (each)\$10.00
- ii. Electrical underground inspection\$19.00
- jj. Electrical panel replacement\$25.25

(f) *Sign permit and inspection fees:*

(Monument and walls, wind banners, or other wind devices require a sign permit.)
Sign permit and inspection base fee\$37.75

(1) First \$1,000.00 of valuation\$18.50

(2) Plus: Additional \$1,000.00 of valuation\$9.50

(g) *Subdivision Fees:*

(1) Plats:

a. Preliminary plat, base fee per submittal\$1,232.00

b. Final plat, base fee per submittal\$1,232.00

c. In addition to the base fee above, the following fees apply:

Per each lot\$3.00

Per each acre and/or fraction of an acre in reserves\$17.00

(2) Replats:

a. Preliminary replat, base fee per submittal\$1,145.00

b. Final replat, base fee per submittal\$1,145.00

c. In addition to the base fee above, the following fees apply:

Per each lot\$3.00

Per each acre and/or fraction of an acre in reserves\$17.00

(3) Amending or minor plat/replat, per submittal\$544.25

(4) Subdivision variances if not submitted as part of a plat approval, per separate request\$796.75

(5) Infrastructure Construction plan review and engineering inspection fee ...two percent of cost to construct public infrastructure

(6) General land plan review. Base fee of \$2,836.50 per submittal, plus \$11.00/acre or fraction of an acre.

No single general land plan review fee will exceed \$3,670.00.

(7) General land plan minor amendment (no new or revised impact analysis required)\$744.50

(8) General land plan major amendment (new or revised impact analysis required) base fee of \$1,833.25 per submittal plus a fee of \$11.25/acre or fraction of an acre.

No single general land plan major amendment fee will exceed \$3,605.00

(9) Parkland fees in lieu of dedication of land:

a. Per single family lot\$382.25

b. Multi-family development per unit\$262.25

(h) *Zoning Fees:*

- (1) Site plan review. For development of non-single-family sites on platted reserves or lots, per each set of plans\$676.00
- (2) Site development permit within the mixed use conservation (MUC) district\$496.00
- (3) Planned development (PD) district fee. Required for general development plans and final development plans. Base fee of \$1,965.25 per submittal, plus a fee of \$22.00/acre or fraction of an acre, not to exceed \$3,090.00 per submittal.
- (4) Administrative amendment to PD\$221.50
- (5) Conditional use permit application fee, per separate request....\$1,833.25
- (6) Special exception application fee, per separate request\$647.25
- (7) Zoning variance to the Zoning Board of Adjustment, if not submitted as part of a plat approval, per separate request.....\$789.75
- (8) Zoning renotification fee. Required when republication of a zoning hearing is required as a result of an action by the applicant. Fee is based on the actual cost of publication.

Initial deposit ...\$2,425.25

Plus \$5.50 per property owner notified within 200 feet of the area to be considered for rezoning or conditional use permit.

If needed, alternate publication fee...\$256.25

*Additional amount owed, or refund based on actual cost of publication;

- (9) Zoning appeal to the Zoning Board of Adjustment.....\$503.50
- (10) Standard rezoning fee, per request\$1,231.25

(i) *Miscellaneous land development fees:*

- (1) Development agreement\$2,904.00
- (2) Annexation petition\$3,872.00
- (3) Municipal Utility District fees:
 - a. Process petition to create district\$33,189.75
 - b. Process petition to acquire or annex land\$33,189.75
- (4) Driveway variances, per each separate request\$515.00
- (5) Flood zone development permit fee\$110.50
(Fee required unless exempt by state or federal law)
- (6) Land disturbance fee\$110.50

(7) Vested rights\$830.00

Sec. 2-138. Fire Safety and Emergency Medical Services fees:

The fees set out below are adopted for the city services outlined therein:

(a) *Fire safety and inspection fees:*

*If the contractor begins work prior to the issuance of any required permit, all fees established below are to be doubled.

- (1) Foster homes\$84.75
- (2) Day care\$113.25
- (3) Assisted living/nursing homes\$226.00
- (4) Medical facilities 25 beds or less\$226.00
- (5) Medical facilities 26 to 100 beds\$452.00
- (6) Medical facilities greater than 100 beds\$734.50
- (7) Fire inspection after hours—Two-hour block\$169.50

(b) *Fire safety fees:*

*Governmental agencies are exempt from the payment of fire safety fees.

- (1) Fireworks standby permit\$339.50

(c) *Fire alarm installation fees, per building:*

Number of devices:

- Ten or less\$95.75
- 11 to 25\$152.50
- 26 to 100\$226.00
- Each additional device over 100\$2.00

(d) *Access control fees, per building:*

Number of devices:

- Ten or less\$95.75
- 11 to 25\$152.50
- 26 to 100\$275.00
- Each additional device over 100\$2.00

(e) *Fixed fire extinguishing systems:*

- (1) Fire sprinkler system, first 50 heads\$113.25

Each additional head\$2.00

(2) Fire pumps\$226.50

(3) Underground sprinkler piping\$226.00

(4) Kitchen extinguishing system\$282.25

(5) Clean agent extinguishing system\$226.00

(f) The charge for the initial required inspection is included in the permit fee. Any re-inspections required as a result of a failure to pass the initial inspection or if the system is not ready for inspection at the requested time, a \$105.25 fee will be charged for each re-inspection.

(g) Single-family residential fire sprinkler systems are exempt from the payment of permit fees.

(h) The annual fees for the issuance of operational permits required under the fire prevention code are as follows:

Governmental agencies are exempt from the payment of all fees listed in this subsection.

(1) Single permit\$107.00

(2) Combination permit: One to three permit items\$275.25

(3) Combination permit: Four to five permit items\$440.25

(4) Combination permit: More than five permit items\$550.50

(i) *Hazardous materials incidents:*

Hazardous material responses are charged for full cost recovery to include:

Actual cost of responder time, including salary and benefits. This includes all responders used to mitigate the emergency, whether on site or at a remote location, as well as those responders that may be requested as a part of mutual aid.

Equipment cost for all equipment usage, based on the most current Federal Emergency Management Administration Schedule of Equipment Rates. This includes equipment usage of entities providing mutual aid.

Actual cost of all materials and consumables used. This includes materials and consumables used by entities providing mutual aid.

Actual cost of equipment decontamination. This includes decontamination of equipment used by entities providing mutual aid.

Actual cost of repair and replacement of damaged equipment. This includes repair and replacement of damaged equipment used by entities providing mutual aid.

(j) *Emergency medical services:*

(1) Definitions:

a. Advanced life support, level 1 (ALS-1): Providing transportation by ground ambulance vehicle, medically necessary supplies and services and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention.

b. Advanced life support, level 2 (ALS-2): Providing either transportation by ground ambulance vehicle, medically necessary supplies and services, and the administration of at least three medications by intravenous push/bolus or by continuous infusion excluding crystalloid, hypotonic, isotonic, and hypertonic solutions (dextrose, normal saline, ringer's lactate); or providing transportation, medically necessary supplies, and services, and the provision of at least one of the following ALS procedures:

1. Manual defibrillation/cardioversion.
2. Endotracheal intubation.
3. Central venous line.
4. Cardiac pacing,
5. Chest decompression,
6. Surgical airway, or
7. Intraosseous line.

c. Basic life support (BLS): Providing transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the state.

d. Mileage: The distance traveled by an ambulance from the point where the patient is picked up, to the hospital or to a rendezvous point.

e. Patient: A person who receives an EMS response or a person who receives emergency medical services from the Sugar Land Fire Department.

f. Supplies: Consumable medical supplies that are used by EMS crews in the delivery of services to a patient.

g. Treatment without transport: Providing ambulance-based EMS treatment at the scene of a 911 call where no transport by ambulance to a hospital is made (such as a hypoglycemic patient, refusal by patient or alternate transport to hospital by Life Flight).

(2) Fees:

- a. Advanced life support, level 1 (ALS1)\$1,881.75
- b. Advanced life support, level 2 (ALS2)\$1,986.25
- c. Basic life support (BLS)\$1,150.00
- d. Deceased on scene\$784.00
- e. Lift Assist\$52.25
- f. Mileage (ALS/BLS) (per loaded mile)\$26.25

- g. Treatment without transport\$156.75
- h. Patient care report (PCR)\$22.25
- i. Supplies:
 - 1. IV Meds\$77.25
 - 2. A0392\$273.00
 - 3. A0382\$46.25
 - 4. ALS\$46.25
- j. EMS services provided outside the corporate city limits of Sugar Land shall incur an additional 20 percent charge in addition to fees billed as an out of city service fee.

Sec. 2-139. Public Property Use Fees

The fees set out below are adopted for the city services outlined therein:

(a) *Recreation:*

(1) Recreation center fees:

Recreation Membership/Resident Discount Card (ages 10 and over)	Fee
Resident	\$11.00 per year
Nonresident	\$164.75 per year
Lost card replacement	\$5.50

Facility Capacity	Deposit	Peak Hours (Fri. 5:00 p.m.—Sun. 10:00 p.m.)		Non-Peak Hours (Mon. 8:00 a.m.—Fri. 5:00 p.m.)		
		Nonprofit and Resident Per Hour	Non- resident Per Hour	Nonprofit Per Hour	Resident Per Hour	Non- resident Per Hour
RECREATION CENTER						

Room A (30)	\$327.50	\$71.00	\$88.25	\$33.75	\$49.25	\$62.25
Room B (30)	327.50	71.00	88.25	33.75	49.25	62.25
Rooms A/B Combo (65)	327.50	142.25	177.00	67.75	98.25	124.25

Recreation Center	Deposit	Resident Per Hour	Nonresident Per Hour
Gymnasium (athletic use)	\$327.50	\$136.50	\$174.75
Half gymnasium (athletic use)	327.50	65.50	87.25
Gymnasium (non-athletic use)	546.00	136.50	174.75
Plus \$546.00 (non-refundable) for protective tarp rental			

The director of the parks and recreation department may charge a reasonable fee for any department activity, event, program, or facility rental for which a fee is not already established under this article. The fee must be in an amount necessary to allow the department to recover all reasonable costs to the department associated with administering the activity, event, program, or facility rental, including direct, indirect, and administrative costs where appropriate in context of the general benefit to the community.

(2) Athletic facility fees:

	Deposit	Resident Per Hour	Nonresident Per Hour
Athletic field/Outdoor court (without lights)	\$65.50	\$23.00	\$28.50
Athletic field/Outdoor court (with lights)	\$65.50	\$34.75	\$45.75

Recognized youth sports—50 percent of light bill (brought down to 25 percent of team's investment in field maintenance/improvements)

Recognized swim team—\$8.25 per hour of use of swimming pool

Charitable organizations are exempt from the requirement to pay the rental fees set forth in this section for meetings during nonpeak times and for fundraisers if:

- a. The organization has applied for and been recognized as a tax-exempt charitable organization by the Internal Revenue Service under section 501(c)(3) or section 501(c)(4) of the Internal Revenue Code;
- b. The majority of its directors, officers, organizers, and members are residents of the city;
- c. Its charitable purposes are primarily directed at activities or persons located within the city; and
- d. The organization complies with the written procedural requirements for receiving a fee exemption as established by the director of the parks and recreation department.

Organizations that do not qualify for an exemption under this section may qualify for an exemption from the requirement to pay the rental fees set forth in this section for fundraising events where 100 percent of all the funds raised provide a direct charitable benefit to the City of Sugar Land or city residents.

The director of the parks and recreation department may charge a reasonable fee for any department activity, event, program, or facility rental for which a fee is not already established under this section.

Where appropriate in context of the general benefit to the community, the fee must be in an amount necessary to allow the department to recover all reasonable costs to the department associated with administering the activity, event, program, or facility rental, including direct, indirect, and administrative costs.

(3) Room rental fees:

Facility	Deposit	Peak Hours (Fri. 5:00 p.m.—Sun. 10:00 p.m.)		Non-Peak Hours (Mon. 8:00 a.m.—Fri. 5:00 p.m.)		
		Nonprofit and Resident Per Hour	Nonresident Per Hour	Nonprofit Per Hour	Resident Per Hour	Nonresident Per Hour
T.E. HARMAN CENTER						
Room A (60)	\$327.50	\$43.75	\$54.50	\$21.75	\$32.75	\$43.75

Room B (120)	327.50	76.25	98.25	27.50	43.75	54.50
Area C (35)	327.50	21.75	27.50	11.00	16.50	21.75
Area D (35)	327.50	21.75	27.50	11.00	16.50	21.75
Areas A—D (250)	327.50	163.75	207.50	71.00	109.00	142.25
Activity Room 1(35)	327.50	43.75	54.50	21.75	32.75	43.75
CLYDE AND NANCY JACKS CC						
Clyde & Nancy Jacks CC (100)	327.50	67.75	84.25	28.50	45.75	56.75
ELDRIDGE PARK CC						
EP Comm. Center (65)	327.50	56.75	73.25	23.00	33.75	45.75
LOST CREEK CC						
LC Comm. Center (40)	327.50	51.25	67.75	23.00	33.75	45.75
JIM COOPER CC						
JC Comm. Center (30)	327.50	43.75	54.50	16.50	27.50	32.75
DUHACSEK PARK						
Duhacsek Park—House (30)	327.50	49.25	65.50	21.75	32.75	43.75

- Lost key: \$71.00
- Late change fee: \$71.00

(4) Pavilion and amphitheater fees:

Facility	Deposit	Peak Hours (Fri. 5:00 p.m.—Sun. 10:00 p.m.)		Non-Peak Hours (Mon. 8:00 a.m.—Fri. 5:00 p.m.)		
		Nonprofit and Resident Per Hour	Nonresident Per Hour	Nonprofit Per Hour	Resident Per Hour	Nonresident Per Hour
ELDRIDGE PARK						
Pavilion	\$142.25	\$24.00	29.50	18.50	18.50	24.00
LOST CREEK PARK						
Pavilion	142.25	24.00	29.50	18.50	18.50	24.00
S.L. MEMORIAL PARK						
SLMP Pavilion	142.25	29.50	37.25	29.50	29.50	37.25
South Meadow Pavilion	142.25	24.00	29.50	18.50	18.50	24.00
DUHACSEK PARK						
Pavilion	142.25	29.50	37.25	29.50	29.50	37.25
CITY PARK						
Pavilion	142.25	17.50	21.75	17.50	17.50	21.75
FIRST COLONY PARK						

Pavilion	142.25	17.50	21.75	17.50	17.50	21.75
ALL OTHER CITY OF SUGAR LAND NEIGHBORHOOD PARKS						
Pavilions	142.25	17.50	21.75	17.50	17.50	21.75
OYSTER CREEK PARK* AMPHITHEATRE						
OCP Section A (1—250)	655.00	71.00	87.25	71.00	71.00	87.25
OCP Section B (250—500)	982.50	102.75	132.25	103.75	103.75	132.25
OCP Section AB (500—1,000)	1,310.50	142.25	174.75	143.25	143.25	174.75
Non-special use	327.50					
SPECIAL USE DEPOSIT						
(1—250)	655.00					
(250—500)	982.50					
(500—1,000)	1,310.25					

BRAZOS RIVER PARK			
Facility	Deposit	Resident/Nonprofit per Hour	Nonresident per Hour
Bowl (max 2000)		\$174.75	\$218.50

1-250 attendees	655.00		
251-500 attendees	982.50		
501-1,000 attendees	1,310.50		
1,001-2,000 attendees	1,638.00		
Overlook (max 250)	654.50	87.28	109.00

*Deposits for OCP are dependent on size.

(5) Special events fees:

a. Application processing fees:

Attendance	Rate
Under 100	\$0.00
100 to 500	26.75
500 to 1K	52.50
1K to 5K	105.00
5K to 10K	210.00
Over 10K	524.25

b. Crown Festival Park fees:

i. Rental fees.

Tier	Attendance	Deposit Rate per Event	Event Day Rate	Setup/Breakdown Rate per Day with
1	2K to 5K	\$2,202.25	\$3145.50	\$315.25
2	5K to 8K	4,845.00	6,719.00	315.00

3	8K to 35K	8,881.00*	12,318.00	892.00
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*After 15K attendance the deposit rate is \$1.00 per person per event.

ii. Additional fees: For-profit events

Subject to additional fees to be negotiated with goal of reaching three to seven percent return of producer's gross revenue.

c. Cost recovery for city services activated during a permitted or unpermitted special event will be based on the pre-established hourly rates below:

DEPARTMENT:	POSITIONS:	HOURLY RATE:
PUBLIC WORKS TRAFFIC	Traffic Operations Manager	\$82.50
	TMC Operator	\$51.50
	Field Supervisor	\$51.50
	Traffic Technician	\$41.25
PUBLIC WORKS STREETS	General Maintenance	\$41.25
	Crew Chief	\$51.50
	Field Supervisor	\$61.75
	Streets & Drainage Supervisor	\$72.00
POLICE	Police Officer	\$61.75
	Sergeant	\$82.50
	Lieutenant	\$92.75

	Captain	\$103.00
FIRE-EMS	Assistant Fire Chief	\$72.00
	Battalion Chief	\$82.50
	Captain	\$82.50
	Lieutenant	\$61.75
	Driver/Operator	\$51.50
	Firefighter Paramedic	\$41.25
	Firefighter EMT	\$41.25
	Firefighter	\$41.25
	Emergency Management Specialist	\$61.75
ENVIRONMENTAL SERVICES	Sanitarian	\$41.25
	Senior Sanitarian	\$51.50
	Environmental Services Inspector	\$41.25
	Environmental Manager	\$61.75
PLANNING & DEVELOPMENT	Deputy Building Official	\$72.0
	Senior Building Inspector	\$61.75
	Building Inspector	\$51.50
PARKS & RECREATION	General Maintenance	\$41.25
	Crew Chief	\$51.50

	Field Supervisor	\$61.75
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The fee for unlisted positions will be based on a reimbursement rate calculated by the city that includes employees' overtime rate, current TMRS rate, current Medicare tax rate, and worker's compensation rate.

(6) TIRZ No. 4 Plaza fees:

a. Plaza usage fee:

Special events and general rentals that have no admission charge and are open to the public\$103.00/hr

Special events and general rentals that have an admission charge and/or are not open to the public\$206.00/hr

b. Refundable cleanup deposit:

For special events or general rentals deposit rates will be:

Attendance	Setup	Deposit Rate
0—100 people	No more than table and chairs	\$0.00
0—500 people		\$515.00
501—6,400 people		\$1,030.00

The applicable deposit is due no later than seven business days before the usage date, which may be used to clean up, or repair damage caused to, the plaza during a special event or general rental if the renter fails to clean up or repair any damage to the plaza. Any partial deposit refunds shall be returned within 30 business days following the completion of the clean-up or damage repair. The full deposit shall be returned within 30 business days following the special event or general rental if the renter has cleaned up the plaza as required and no damages are incurred.

c. Activities conducted during blackout periods are exempt from usage fees.

(b) *Sugar Land Regional Airport fees and charges:*

(1) Fuel and petroleum products pricing (markup to be determined annually through budget process to meet the annual operating requirements of the airport):

Customer	Price
Transient	Cost + tax + 100% of markup
Based	Cost + tax + 90% of markup
Self-serve—AvGas	Cost + tax + 100% of markup
Flight school	Cost + tax + 78% of markup - \$0.03
Government	Cost + 100% of markup

(2) Jet-A fuel:

a. Transient customers (per purchase):

Volume (gallons)	Price
1—299	Cost + tax + 100% of markup
300—499	Cost + tax + 100% of markup - \$0.03
500—999	Cost + tax + 100% of markup - \$0.08
1,000 +	Cost + tax + 100% of markup - \$0.20

The director of aviation or her designee may offer a \$0.03-\$0.05 discount per jet fuel gallon in addition to the current discounts if there is a situation where a customer is asking for an additional discount in order to take a larger fuel load.

b. Volume discount program purchasers (based on previous year's purchases):

Volume (gallons)	Price
0—9,999	Cost + tax + 100% of markup
10,000—29,999	Cost + tax + 95% of markup
30,000—49,999	Cost + tax + 89% of markup

50,000—74,999	Cost + tax + 83% of markup
75,000—99,999	Cost + tax + 77% of markup
100,000 +	Cost + tax + 71% of markup

c. Based Jet-A customers: Based price = Cost + tax + 90% of markup.

d. Government Jet-A purchasers: Government jet price = Cost + 100% of markup.

e. Index-based purchasers (purchasers with more than 100 aircraft and who purchase more than 200,000 gallons per year):

Index-based price = Platt's price for current week + fuel vendor's standard upcharge + tax + 69% of markup.

f. JV5 Shell purchasers (purchasers based at the airport who purchase more than 100,000 gallons per year on a Shell credit card): Cost + tax + 61% of markup.

g. The city manager may adjust a volume discount percentage when a fluctuation of five percent or more occurs within a volume discount category between the budgeted sales and the actual sales in that category. The city manager will notify the city council in writing of any adjustments within 60 days of the adjustment. Unless otherwise revised by the city manager, the adjusted volume discount percentage will remain in effect until the next annual budget review.

(3) Self-Fueling facility fuel flowage fee = \$1.68 per gallon.

(4) Oil:

Type	Price
15W50	Cost + 100% + sales tax
W100	Cost + 100% + sales tax
W100+	Cost + 100% + sales tax
Mineral	Cost + 100% + sales tax
BP 2380	Cost + 100% + sales tax

Mobile Jet 2	Cost + 100% + sales tax
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(5) Leases:

Type	Price
T-Hangars	\$0.46/square foot/month
Banks A and B	\$483.00/month plus one month's rent deposit
Banks C and D	\$587.00/month plus one month's rent deposit
Bank E	\$640.00/month plus one month's rent deposit
Bank F	\$774.00/month plus one month's rent deposit
Hangar 104	\$2,950.00/month
Hangar 105	\$2,750.00/month
Hangars 106 and 107	\$750.00/month
Airport community hangars	\$0.50/square foot/month (\$825.00/month minimum)
Tie downs	\$100.00/month
Long-term hangar leases	Negotiable (approved by city council)
Short-term land lease	\$250.00/month
Long-term land leases	Negotiable (approved by city council)
Pipeline easement	Negotiable (approved by city council)

(6) Other space rental:

Type	Price
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Hangar use for aircraft maintenance	Zero to four hours—No charge \$50.00/day after initial four hours
Hangar—Special events	\$2,500.00/event
Corporate I—Office/maintenance space	\$1.00/square foot/month
Airport office space	\$1.21/square foot/month
Transient hangar storage:	
Heavy, Super Heavy, Transport	\$300.00/night plus ramp fee if applicable
Light turbo and up	\$200.00/night plus ramp fee if applicable
Piston	\$100.00/night plus ramp fee if applicable

(7) Miscellaneous aviation fees:

Type	Price
135 commercial aircraft fee <30 people	\$600.00/trip
135 commercial aircraft fee 30+ people	\$1,000.00/trip
Administrative fee	\$50.00/invoice
Aircraft jump start	\$10.00/jump—One free every six months
Mobile aircraft washing permit fee	\$125.00/year
Mobile aircraft maintenance permit fee	\$25.00/aircraft serviced/week
Flying club permit fee	\$10.00/member/year
Car rental concession fee—Onsite	Negotiable (approved by city council)
Car rental concession fee—Offsite	15% on-airport gross income

Gift shop concession fee—Onsite	Negotiable (approved by city council)
Maintenance processing fee—Onsite	Ten percent of monthly gross revenue
Car wash service	Negotiable (approved by city council)
Catering processing fee—Onsite	Negotiable (approved by city council)
Catering processing fee—Offsite	15% pre-tax invoice total
Crew car coverage	\$50.00/hour—First two hours free
Customs agent call-out fees	\$280.00/service
Customs clearance fees:	
One to three passengers	\$250.00
Four to six passengers	\$350.00
Seven to ten passengers	\$500.00
11 + passengers	\$50.00/per additional person
Ground power unit	\$15.00/15 minutes (15 minutes free with fuel)
Helistop/heliport permits:	
Annual	\$500.00/site/year + \$300.00 deposit
Temporary—Fewer than ten days	\$100.00/site
Temporary—Ten to 180 days	\$300.00/site
Lavatory fees	\$50.00/service
Airfield escort	\$70.00/man-hour

Incident response fee	\$500.00/hour; \$100.00/hour thereafter + recovery expenses
Incident/after hours call-out fees	\$50.00/hour/person
International garbage	\$175.00/service
Lost key replacement	\$50.00/key
Parcel storage fee	\$25.00/week; One-week minimum
Pipeline field escort	\$70.00/hour/person plus \$20.00 equipment use
Returned check fee	Subsection 2-140.
Spill clean-up fee	\$250.00/barrel of absorbent + any fines incurred
T-hangar access cards	First card free; \$50.00 non-refundable for additional cards
Toll violations in crew car	As billed/violation plus \$50.00 administrative fee
Towing	\$45.00/tow
Pull-out/push-back	\$10.00/service
Unlimited pull-outs/push-backs	\$50.00/month
Valet covered parking	\$7.50/day; \$45.00/week; \$100.00/month The director of aviation or designee may waive or discount valet covered parking fees as a promotional tool to promote the use of the covered parking.

- (9) a. Ramp fees per day/overnight (charged by aircraft category and waived with purchase of minimum fuel load):

	Minimum Gallons	Ramp Fee

Transport aircraft type	400	\$650.00
Super heavy jets	300	\$350.00
Heavy jet aircraft	200	\$250.00
Medium jet aircraft	150	\$200.00
Light jet aircraft	100	\$150.00
Very light jet (VLJ) aircraft	75	\$100.00
Heavy turboprop	75	\$100.00
Medium turboprop	60	\$80.00
Light turboprop	50	\$60.00
Heavy twin (AvGas)	30	\$50.00
Light twin engine (AvGas)	30	\$40.00
Single engine—Light aircraft (AvGas)	5	\$10.00

b. Special events ramp fee* per day/overnight (charged by aircraft category and waived with purchase of minimum fuel load)

*For this fee, "special event" means a sporting, cultural, business or other type of unique activity, occurring for a limited or fixed duration and presented to a live audience. Activities that are sponsored by the city are not deemed special events.

	Minimum Gallons	Ramp Fee
Transport aircraft type	500	\$825.00
Super heavy jets	500	\$740.00

Heavy jet aircraft	500	\$460.00
Medium jet aircraft	300	\$320.00
Light jet aircraft	200	\$250.00
Very light jet (VLJ) aircraft	150	\$210.00
Heavy turboprop	100	\$150.00
Medium turboprop	100	\$150.00
Light turboprop	75	\$150.00
Heavy twin (AvGas)	40	\$100.00
Light twin engine (AvGas)	40	\$100.00
Single engine—Light aircraft (AvGas)	20	\$100.00

The director of aviation or designee may waive or discount ramp fees to customers attending Houston area conferences as a promotional tool to promote the airport/FBO during a specific time period in advance and not longer than a week at a time.

(10) T-hangar damage (damage assessed at move-out):

Vehicular access card(s)	\$50.00
Hangar door keys	\$50.00
Damage to hangar exterior	
Access door:	
Door hardware	\$100.00
Access door dent(s)	Airport will provide a quote
Hangar door	Airport will provide a quote

Metal wall	Airport will provide a quote
Damage to hangar interior	
Metal wall	Airport will provide a quote
Fire partition damage	Airport will provide a quote
Ceiling/light	Airport will provide a quote
Floor:	
Major oil stains	\$100.00
Missing chocks	\$50.00
Door switch	\$200.00
Fire extinguisher	\$250.00
General clean-up	
Trash	\$50.00
Oil stain	\$50.00

(c) *Rights of way fees:*

(1) A permit fee is required to be paid for any work done in city-owned rights-of-way. The ROW permit fee does not apply to the city's existing utility franchisees or to entities exempt by law from payment of a ROW permit fee (including their contractors)\$83.75

(2) Application fee for network providers per application (as established by V.T.C.A., Local Government Code, ch. 284): Up to five network nodes\$500.00
Each additional network node (up to total of 30 network nodes per application)\$250.00

Each pole\$1,000.00

Resubmission of denied or incomplete applicationActual cost

(3) Public right-of-way rates for network providers (per V.T.C.A., Local Government Code, ch. 284):

- a. Public right-of-way rate—Annual rate of \$260.00 multiplied by number of network provider's network nodes in public right-of-way (will be prorated for the months remaining in the calendar year after the later date of the permits issued by city)
 - b. Annual adjustment to public-right-of-way rate—One-half the annual change to the Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics in February of the preceding year (annual adjustment will not be applied for calendar year 2018.) The annual adjustment thereafter will apply to the first payment due to the city on the later of (a.) January 1st; or (b.) after 60 days following written notice to the network provider of the increase and new annual rate.
 - c. Network provider's installation of its own transport facilities—In addition to the public right-of-way rate, the sum of \$28.00 multiplied by number of network provider's network nodes in the public right-of-way for which transport facilities provide backhaul until time payment exceeds monthly aggregate per node compensation.
- (4) Collocation on service poles by network provider (per V.T.C.A., Local Government Code, ch. 284)—\$20.00 per year per service pole (will be pro-rated for the months remaining in the calendar year after the later date of the permits issued for the network node at the location)
- (5) Connection of network node to network using the public right-of-way to obtain transport service from a person paying municipal fees to occupy public right-of-way equivalent to at least \$28.00 per node per monthNo additional cost

Sec. 2-140. Miscellaneous fees:

The fees set out below are adopted for the city services outlined therein:

- (a) *Alcoholic beverages*Full amount allowed by state statute
- (b) *Returned checks, per occurrence*Full amount allowed by state statute
- (c) *Copies of city records*Full amount allowed by state statute
- (d) *Requests that require large amounts of staff time*Full amount allowed by state statute
- (e) *Notarial services*\$6.00
- (f) *Paper copies of municipal court records*\$0.10 per page + \$17.00/hour
- (g) *Electronic compilation and distribution of municipal court records (each report)*\$16.75
- (h) *Municipal court record on flash drive, compact disc or other storage medium (each)*\$3.00
- (i) *Court convenience fee*\$3.50

- (j) *Accident report copies*\$6.00
- (k) *Fingerprinting, per card*\$10.25
- (l) *Parking placards (subsection 5-140(b)(6)):*
 - Resident10.75
 - Guest2.00
- (m) *Solicitor's license*\$88.00
- (n) *Application for municipal setting designation*\$5,379.00
- (o) *Vehicles for hire:*
 - (1) Taxicab permit\$152.00
 - (2) Taxicab driver's license\$152.00

Section 2. That Chapter 5, Article VIII, Division 3, Rates and Charges is amended to read as follows:

DIVISION 3. - RATES AND CHARGES

Sec. 5-246. - Monthly retail water rates.

(a) *Regular service.* Each customer receiving city retail water service through a meter must pay a monthly charge based on the following quantity and service charges by user class:

(1) Residential users must pay usage charges based on an increasing block volume rate for each 1,000 gallons of water, or portion thereof, as follows:

Volume Block (gallons)	Rate
0 to 3,000	\$1.09
3,001 to 10,000	1.26
10,001 to 20,000	1.72
Over 20,000	1.97

(2) Commercial users must pay usage charges based on a uniform volume rate of \$1.41 for each 1,000 gallons of water, or portion thereof.

(3) Landscape users must pay usage charges based on a uniform seasonal volume rate for each 1,000 gallons of water, or portion thereof, as follows:

Season	Rate
Winter (Oct.—Apr.)	\$1.40
Summer (May—Sept.)	1.75

(4) In addition to other charges, each residential, commercial and landscape user must pay a service charge based on the water meter size as follows:

Meter Size	Service Charge
$\frac{5}{8}$ inch	\$12.48
$\frac{3}{4}$ inch	12.48
1 inch	19.48
1½ inch	51.78
2 inch	80.60
3 inch	173.98
4 inch	481.27
6 inch	942.15
8 inch	1,176.95

(5) Surface water fee.

Surface water fee	\$3.23/1,000 gallons
In addition to other charges, each residential, commercial, and landscape user must pay \$3.23 for each 1,000 gallons of water or portion thereof	
Pumpage fee with out-of-city service charge	\$3.61/1,000 gallons

In addition to other charges, each residential, commercial, and landscape user must pay \$3.61- for each 1,000 gallons of water or portion thereof

(b) *Fire lines.* Any property served by a fire line must pay a monthly service charge of \$14.52 and the monthly quantity charge, if any, applicable to regular service.

(c) *Transient meters.* Any person making use of a transient meter must pay a monthly service charge of 44.20 and the monthly quantity charge applicable to regular service.

Sec. 5-247. - Monthly retail wastewater charges.

Each residential and commercial user receiving city retail wastewater service must pay a monthly charge based on the following volume and service charges:

(1) A uniform charge of \$3.17 for each 1,000 gallons of water, or portion thereof, provided through the meter, and

(2) A service charge based on the customer's water meter size as follows:

Meter Size	Service Charge
5/8 inch	\$15.30
3/4 inch	15.30
1 inch	24.82
1½ inch	68.79
2 inch	107.31
3 inch	232.64
4 inch	648.31
6 inch	1,275.55
8 inch	1,593.91

(3) Unless subsection (4) applies, for residential customers, wastewater volume charges for April through March of the following year will be calculated using the lesser of the following:

- a. The customer's average monthly water usage for the latest preceding February and March bills for service; or
- b. Twelve thousand gallons per month.

(4) New and existing residential customers with no water usage billed in the latest preceding February and March will be charged a wastewater volume charge based on the average water usage billed to residential customers in the latest preceding February and March. In a new residential customer's first billing cycle, the wastewater volume charge will be prorated based on the number of days for which water service was received through a meter.

(5) Wastewater charges will not be imposed in conjunction with water service for a new meter installed on property for new residential construction until the expiration of 90 days of service, or the date of permanent occupancy, whichever first occurs.

(6) Wastewater charges will not be imposed in conjunction with water service for a new meter installed on property for new nonresidential construction until the expiration of 180 days of service, or the date of permanent occupancy, whichever first occurs.

Sec. 5-248. - Out of city retail customers.

Retail water and wastewater customers located outside of the city's corporate limits will be charged double the rate for water and wastewater service that applies to retail customers located within the city.

Sec. 5-249. - Water and wastewater charges for districts served by the utility system.

(a) *Application.* This section provides for usage and connection charges to any district located in the city's extraterritorial jurisdiction that contracts with the city to receive water or wastewater services from the city's utility system.

(b) *Quantity charges.*

(1) *Amount.* The city will bill and the district must pay monthly water and wastewater quantity charges, in the same manner as provided for in this chapter for retail customers, in the following amounts:

- a. Water: \$1.31 per 1,000 gallons of metered water.
- b. Wastewater: \$1.67 per 1,000 gallons of metered water.
- c. Surface water fee: \$3.88 per 1,000 gallons of metered water.

(2) Calculation of surface water fee. The surface water fee under subsection (1)c. must be determined by subtracting the metered volume of reclaimed water produced and used by the district from the total metered volume used by the district.

(c) *Connection charges.*

(1) *Amount.* The district must pay the city a connection charge in the following amounts for each equivalent single-family connection made to the district's water and wastewater system:

Water production and storage\$737.47

Water distribution and wastewater collection\$3,586.69

Wastewater treatment\$2,280.84

Total connection fee\$6,605.00

(2) *Calculation of connection charge.* The connection charge is imposed to pay for the capital costs of providing water and wastewater services to a district that contracts with the city for water and wastewater services provided by the utility system. The connection charge is based on the city's projected capital cost of providing the required capital facilities for the utility system that will be necessary to serve the utility system service area as determined by the city from time to time. The basis on which the city calculates the connection charge and from time to time adjusts the connection charge must be reduced to writing and filed as a city record, which must show:

- a. The estimated capital costs of providing future utility system facilities for the service area for which connection charges have not been previously paid; and
- b. The estimated number of connections that will be served by the system in the future for which connection charges have not been paid.

(3) *Time of payment.* The district must pay the connection charge imposed in this section to the city before water or wastewater service is provided by the district to any premises for which a connection charge has not been paid. For residential subdivisions, the district will pay the connection charge to the city for the estimated number of equivalent single-family service connections that will be needed to serve the subdivision, or portion thereof, being platted before the plat is recorded in the county real property records. For nonresidential properties, the district will pay the connection charge to the city for the estimated number of equivalent single-family service connections to serve the property before the city issues a slab permit for the property.

(4) *Credit for facilities.* The city manager may approve a written agreement with a district that provides for the district to receive credits for connection charges for constructing "oversized" facilities requested by the city or other facilities that would not otherwise be required to be constructed by the district to serve development within the district.

(5) *Deposit of funds.* All connection charges collected by the city under this section must be deposited in a construction fund and used solely to pay the capital costs of the utility system.

Sec. 5-250. - Schedule of service fees and charges.

The following fees and charges apply to the water and wastewater services provided under this article:

Delinquent process fee (section 5-279):

To continue service if payment not received by 9:00 a.m. on termination date\$25.00

Deposits (section 5-269):

Single-family50.00

Multifamily: two months' average usage based on prior tenant's usage. For first time occupancy, usage will be based on usage tables.

Commercial: Two months' average usage based on standard projected usage tables.

Sprinkler100.00

Additional deposit if termination for nonpayment25.00

Beginning with the second termination, up to a maximum of \$100.00 additional deposit.
Grease trap inspection fee50.00

Grease trap reinspection fee50.00

Transient meters:

One inch400.00

Two inches1,020.00

Meter tampering (section 5-280):

Administrative fee50.00

Reinstallation fee50.00

Meter test fees (section 5-311)40.00

Return check fee—See section 2-140.

Service initiation fee:

Twenty-four hours' notice or more0.00

Less than 24 hours' notice25.00

Additional service call (if meter shows water running and new service cannot be initiated per request)10.00

Sewer tap fees:

Four-inch residential200.00

Six-inch commercial tap300.00

Eight-inch commercial tap400.00

Temporary water service charge (30 days or less)10.00

Water connections (section 5-310):

Meter Size (in inches)	Set
¾	\$615.00
1	965.00
1½	1,270.00
2	1,370.00

Meter downsizing (section 5-310)125.00

Annual permit fees for industrial users of wastewater treatment plant:

- (1) Industrial discharger Category I\$9,000.00
- (2) Industrial discharger Category II7,000.00
- (3) Industrial discharger Category III5,000.00
- (4) Industrial discharger Category IV1,000.00
 - a. Category I industrial dischargers: City inspection once per year, city monitoring twice per year, self-monitoring twice per month, and self-reporting twice per year.
 - b. Category II industrial dischargers: City inspection once per year, city monitoring twice per year, self-monitoring once per quarter, and self-reporting once per quarter.
 - c. Category III industrial dischargers: City inspection once per year, city monitoring twice per year, self-monitoring twice per year, and self-reporting twice per year.
 - d. Category IV industrial dischargers: City inspection once per year, city monitoring as required by city's permit and self-reporting semi-annually.

Sec. 5-251. - Groundwater reduction plan pumpage fees.

Groundwater reduction plan (GRP) pumpage fees\$3.01/1,000 gallons

Each entity that participates in the city's groundwater reduction plan must pay a monthly pumpage fee in the amount of \$3.01 per 1,000 gallons of:

- (1) Ground water that the entity pumps from a well operating under a permit issued by the Fort Bend Subsidence District; and
- (2) Water supplied by the city to the entity as part of the groundwater reduction plan.

Sec. 5-252. - Industrial waste charges and permit fees.

(a) *Annual permit fees for industrial users of wastewater treatment plant.* Each industrial user must pay the following annual permit fees to the city:

- (1) Industrial Discharger—Category I\$9,000.00
- (2) Industrial Discharger—Category II7,000.00
- (3) Industrial Discharger—Category III5,000.00
- (4) Industrial Discharger—Category IV1,000.00

a. Category I Industrial Dischargers: City inspection once per year, city monitoring twice per year, self-monitoring twice per month, and self-reporting twice per year.

b. Category II Industrial Dischargers: City inspection once per year, city monitoring twice per year, self-monitoring once per quarter, and self-reporting once per quarter.

c. Category III Industrial Dischargers: City inspection once per year, city monitoring twice per year, self-monitoring twice per year, and self-reporting twice per year.

d. Category IV Industrial Dischargers: City inspection once per year, city monitoring as required by city's permit and self-reporting semiannually.

(b) *Industrial surcharges.* In addition to any other fees required by this Code, each industrial user must pay to the city the surcharges shown below for discharges and contributions to the city's sewers that have not been approved by the city and that:

- (1) Have a five-day biochemical oxygen demand greater than 300 ppm by weight; or
- (2) Contain more than 400 ppm by weight of total suspended solids.

Surcharge amounts:

cBOD5\$0.10 per pound exceeding the limit

Total suspended solids0.08 per pound exceeding the limit

Sec. 5-253. - Fee for untreated (raw) surface water.

(a) Each entity that receives untreated (raw) surface water from the city must pay a monthly fee in the amount of \$0.47 per 1,000 gallons of metered untreated (raw) surface water.

(b) Any person found guilty of violating this section will be fined not more than \$2,000.00 for each offense. A violation of this section requires a culpable mental state of "recklessness." Each day any violation continues constitutes a separate offense.

Sec. 5-254 –5-265. – Reserved.

Section 3. That Chapter 4, Article VII, Division 2, Section 4-109(a) and (b) (Fee; term of license; deposit) is amended to update the fee reference and shall read as follows:

(a) *Heliport.* The fee for a heliport license shall be as set out in section 2-139 of this Code. Such license will be valid for a period of six years from the date of issuance unless sooner revoked or terminated.

(b) *Helistop.* The fee for a helistop license shall be as set out in section 2-139 of this Code. Such license will be valid for a period of six years from the date of issuance unless sooner revoked or terminated.

Section 4. That this ordinance is effective January 1, 2022.

Section 5. 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 _____, 2021.

ADOPTED on second consideration on _____, 2021.

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:

Thomas Harris, III, City Secretary