



CITY OF SUGAR LAND

CITY COUNCIL AGENDA

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

TUESDAY, APRIL 15, 2025

CITY COUNCIL MEETING

CITY COUNCIL CHAMBER

5:00 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/Xfinity Cable Subscribers can also tune-in on Channel 16.

II. CLOSED EXECUTIVE SESSION

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

Section 551.072 Deliberation Regarding Real Property:

For the purpose of deliberation regarding the purchase, exchange, lease, or value of real property.

Devon Rodriguez, Director of Redevelopment

INVOCATION

Councilmember Carol McCutcheon

PLEDGES OF ALLEGIANCE

Councilmember Carol McCutcheon

RECOGNITION

**2024 SERVE SUGAR LAND
VOLUNTEERS OF THE YEAR**

Jake Holland, Communications & Community Engagement Specialist

EARTH DAY

APRIL 19, 2025

Christian Eubanks, Environmental Manager

ELKINS VERY OWN (EVO)
EVOTOPIA
CIVIC ENGAGEMENT AMONG YOUTH
Joe Zimmerman, Mayor

III. PUBLIC COMMENT

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

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

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

IV. 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. 2371**: 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 PLANNED DEVELOPMENT (PD) DISTRICT - FINAL DEVELOPMENT PLAN FOR LEXINGTON COMMONS, APPROXIMATELY 8.041 ACRES OF LAND LOCATED BETWEEN U.S. HIGHWAY 59 AND LEXINGTON BOULEVARD ALONGSIDE DITCH "H".

Jessica Echols, Senior Planner

- B. SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2372**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2, ARTICLE IV OF THE CODE OF ORDINANCES BY ADOPTING A REVISED CODE OF ETHICAL CONDUCT.

Meredith Riede, City Attorney / Executive Director

- C.** Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-22**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE ADOPTION OF THE 2024 FORT BEND COUNTY HAZARD MITIGATION ACTION PLAN UPDATE.

Jarred Thomas, Emergency Management Administrator

- D.** Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-23**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING THE CITY OF SUGAR LAND INVESTMENT POLICY AND INVESTMENT STRATEGY IN ACCORDANCE WITH THE PUBLIC FUNDS INVESTMENT ACT.

Jing Xiao, Director of Finance

- E.** Consideration of and action on authorization of a Contract with HJ Consulting, Inc., in the amount of \$124,650.00, for design services for the US90A Eastbound Right Turn Lane at Commerce Green Project, CIP CTR2503.

Jason Vaughn, Traffic Engineering Manager

- F. Consideration of and action on authorization of a Medical Director Agreement with EMSTAT, PLLC, in the amount of \$75,000.00 per year, for medical director services to the Sugar Land Fire Department. This agreement will automatically renew for successive one-year terms.

Mark Campise, Fire Chief

- G. Consideration of and action on authorization of a Three-Year Contract with TanChes Global Management, Inc., in the amount of \$607,230.00 through the Texas Department of Information Resources Cooperative Purchasing Contract No. TSO-4288, for VMware license renewal and support.

Robert Bowman, IT Operations Manager

- H. Consideration of and action on authorization of a Contract with Donelson Construction Company LLC, in the amount of \$201,740.10, for asphalt overlay services on West Airport Boulevard between Imperial Canyon Lane and Cottonwood Court.

Ryon Bell, Streets and Drainage Manager

- I. Consideration of and action on authorization of a one-time payment, in the amount of \$1,836,002.32, for Phase 2 improvements to the Shannon Pump Station.

Margo Watson, Water Resources Manager

- J. Consideration of and action on authorization of a Contract with Accurate Utility Supply LLC, in the amount of \$228,825.00 through the BuyBoard Cooperative Purchasing Contract No. 717-23, for the purchase of water meters. This contract will automatically renew for four (4) additional one-year terms for a total contract amount of \$1,144,125.00.

Trevor Surface, Utilities Field Operations Manager

- K. Consideration of and action on authorization of a Development Finance Agreement by and between the First Colony Municipal Utility District No. 10, Lake Pointe Owner LLC, and the City of Sugar Land, Texas, for financing public water and wastewater for The Pearl in Lake Pointe.

Ruth Lohmer, Redevelopment Planning Manager

- L. Consideration of and action on the minutes of the April 1, 2025 meeting.

Linda Mendenhall, City Clerk

V. DONATIONS

- A. Consideration of and action on acceptance of monetary donations, in the amount of \$8,594.62, for adoption efforts and animal welfare community education efforts for the Animal Shelter.

Sandra Stroud, Administrative Manager - Sugar Land Animal Services

VI. PUBLIC HEARINGS

- A. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on the proposed amendment Future Land Use Map of the Land Use Plan.

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

Ruth Lohmer, Redevelopment Planning Manager

- B. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on

the proposed rezoning of approximately 30 acres located east of Highway 6 between Imperial Blvd and Crown Garden Trail to Planned Development (PD) District – General Development Plan (Imperial Highway 6 District Tract H).

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

Ruth Lohmer, Redevelopment Planning Manager

- C. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons desiring to be heard on the proposed amendments to Chapters 2, 5, and 10 of the Sugar Land Development Code.

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

Jessica Echols, Senior Planner

VII. CONTRACTS AND AGREEMENTS

- A. Consideration of and action on authorization of a Contract with PGAL, Inc., in the amount of \$1,310,000.00, for design services for the Animal Shelter Project, CIP CMU1908.

Lane Wolf, Senior Manager, Vertical Construction

- B. Consideration of and action on authorization of a Contract with Cedros Paving Services LLC, in the amount of \$1,415,825.00, for sidewalk replacement for the Sidewalk Rehabilitation & Replacement Project, CIP CST2501.

Keisha Seals, Assistant Director of Public Works

VIII. BONDS

- A. **FIRST & FINAL CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2374:** ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SUGAR LAND, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; SETTING CERTAIN PARAMETERS FOR THE CERTIFICATES; AUTHORIZING THE PRICING OFFICER TO APPROVE THE AMOUNT, INTEREST RATE, PRICE, AND TERMS THEREOF; AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATING THERETO.

Jing Xiao, Director of Finance

IX. CITY COUNCIL AND CITY MANAGER REPORTS

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


- 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

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 on this 11th day of April, 2025 at 4:44 P.M.





City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO:

AGENDA OF: City Council Meeting

INITIATED BY: *Carly Thompson, Community Engagement Manager*

PRESENTED BY:

Jake Holland, Communications & Community Engagement Specialist

RESPONSIBLE DEPARTMENT: Communications & Community Engagement

AGENDA CAPTION:

2024 SERVE SUGAR LAND
VOLUNTEERS OF THE YEAR

RECOMMENDED ACTION:

Recognize 2024 Serve Sugar Land Volunteers of the Year.

EXECUTIVE SUMMARY:

The Serve Sugar Land program began in 2007 and has connected many residents of Sugar Land and surrounding areas to numerous volunteer opportunities during the last 18 years. As a result, these individuals have become more involved in their community and in local government. In 2024, 421 volunteers contributed 11,700 hours of service to the city; this equates to an in-kind donation of more than \$391,762 to the city. Not only do volunteers donate their time, but they contribute to many goals and enhance the service levels of the departments they served. These areas included Municipal Court, Animal Services, Parks and Recreation - Parks Development & Special Events, Fire, and the T.E. Harman Senior Center.

Each year, City departments are asked to nominate a volunteer who enhances the delivery of

city services and fosters community within Sugar Land. Here are the 2024 Volunteers of the Year.

- Brenda Frye, Municipal Courts
- Andrew Wolf, Fire Department
- Dave Burdette, Parks and Recreation - Parks Development
- Janean Partridge, Parks & Recreation - Special Events
- Laura Turner, Animal Shelter
- Patricia and Ralph Stolarski, TE Harman Center
- Rickie Rabourn, City of Sugar Land Volunteer of the Year

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO:

AGENDA OF: City Council Meeting

INITIATED BY: *Christian Eubanks, Environmental Manager*

PRESENTED BY:
Christian Eubanks, Environmental Manager

RESPONSIBLE DEPARTMENT: Environmental and Neighborhood Services

AGENDA CAPTION:

EARTH DAY
APRIL 19, 2025

RECOMMENDED ACTION:

Proclaim April 19, 2025, as Earth Day in the City of Sugar Land

EXECUTIVE SUMMARY:

The first Earth Day was organized in 1970 in several major US cities to promote the ideas of ecology, encourage respect for life on earth, and highlight growing concern over pollution of soil, air, and water. Earth Day is now observed in nearly 200 nations with outdoor performances, exhibits, street fairs, and celebrations that focus on environmental issues. It is noted as one of the largest civic events recognized across the world.

By adopting environmentally conscientious habits in our daily lives, our community is bringing about a cleaner, safer, and more sustainable environment. The City and KSLB celebrate environmental awareness through a variety of events and activities. KSLB continues to partner with the City to provide recycling education through activities in local schools. In addition, the City continues to promote environmental habits throughout the year

by developing educational pieces, which are available on the City's website and social media.

This year, the Public Works Department and KSLB invite the community to attend the 2025 Earth Day Celebration, which will be held Saturday, April 19, 2025, at Town Center Plaza from 10a – 2p. The event will feature music, environmental education and activities, games, Republic Service recycle truck demo, recycling opportunities, paper shredding, and more! Additionally, attendees will have the opportunity to view Earth Day-themed art displays and learn about City environmental initiatives through outreach programs from various departments. Green City Recyclers will be on-site to offer complimentary textile recycling. The Public Works Department and Keep Sugar Land Beautiful request that the Mayor and City Council proclaim April 19, 2025, as Earth Day in the City of Sugar Land and recognize the many activities conducted throughout the year to support environmental awareness within the City of Sugar Land.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO:

AGENDA OF: City Council Meeting

INITIATED BY: *Natalie Serrano, City Council Liaison*

PRESENTED BY: *Joe Zimmerman, Mayor*

RESPONSIBLE DEPARTMENT: City Council

AGENDA CAPTION:

ELKINS VERY OWN (EVO)

EVOTOPIA

CIVIC ENGAGEMENT AMONG YOUTH

RECOMMENDED ACTION:

Recognize Elkins Very Own for their dedication in empowering students to become young entrepreneurs and their creation of the EVOtopia game, encouraging children and young adults to participate in civic engagement.

EXECUTIVE SUMMARY:

Established in 2013, EVO (Elkins Very Own) is Elkins High School's student-led company that operates under the non-profit organization Junior Achievement.

EVO has demonstrated a strong commitment to fostering entrepreneurship, leadership, and community engagement among students by aiming to empower the community, kindle innovative ideas that help solve real problems in our community and the world, and spark inspiration within young entrepreneurs. Each year, students are tasked with developing solutions to real life challenges and provide them with the resources to take these solution through production.

After noticing a lack of awareness and interest in government among their peers, this year's team, developed and created a fun, engaging and educational board game for children ages 6 and up. EVOtopia is designed to foster a youth that's passionate about advocacy and civic engagement while also educating them on how local government impacts their lives and communities.

Over months, the team planned, designed and manufactured a product that emulates a real town hall with roles parallel to those in our current local governments and tasks players with finding innovative solutions to challenges municipalities face, within the boundaries of each players specific role. EVOtopia teaches children to think critically and creatively, and fosters a youth that's passionate and educated.

Understanding that civic engagement doesn't stop when the game ends and the challenges in the game are problems faced by communities and municipalities every day, they encourage continuous civic engagement by:

- Attending local town hall meetings to learn about issues in your area.
- Volunteering for community projects that align with your passions.
- Voting in elections to have a say in your community's future.
- Staying informed and share what you've learned with others.

The City of Sugar Land commends the students of EVO for their creativity, dedication, and impact. The City proudly recognizes Elkins Very Own for their efforts in creating a bright future — not only for themselves, but for the generations to come.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.A.

AGENDA OF: City Council Meeting

INITIATED BY: *Jessica Echols, Senior Planner*

PRESENTED BY: *Jessica Echols, Senior Planner*

RESPONSIBLE DEPARTMENT: Planning & Development Services

AGENDA CAPTION:

SECOND CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2371**: 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 PLANNED DEVELOPMENT (PD) DISTRICT - FINAL DEVELOPMENT PLAN FOR LEXINGTON COMMONS, APPROXIMATELY 8.041 ACRES OF LAND LOCATED BETWEEN U.S. HIGHWAY 59 AND LEXINGTON BOULEVARD ALONGSIDE DITCH "H".

RECOMMENDED ACTION:

Hold a Second Reading of Ordinance No. 2371 for the Lexington Commons PD – Final Development Plan.

EXECUTIVE SUMMARY:

This Second Reading is for a proposed Planned Development (PD) District – Final Development Plan (FDP) known as Lexington Commons. The request is for a change of zoning from the Interim Standard Single-Family Residential District (R-1-I) to Planned Development (PD) District - Final Development Plan (FDP). The proposal consists of 8.041 acres located between U.S. Highway 59 and Lexington Boulevard alongside Ditch "H".

The proposed development consists of three office buildings, two parking garages, and limited surface parking spaces to be developed in two phases. Phase I includes two office buildings and one parking garage adjacent to Ditch “H”. Phase II includes an additional office building and parking garage at the center of the site. The proposed land uses for this development primarily focus on professional and medical offices with limited services and retail.

The Planning & Zoning Commission held a Public Hearing at the March 11th meeting, where members of the public spoke in support of this development proposal. Following questions and discussion about the visibility of the office buildings and parking garages from the adjacent neighborhood, the location of the ground-floor retail and restaurants, the list of permitted uses, public sentiment at the applicant-hosted community meeting, and the future of the University Boulevard Regional Activity Center (RAC), the Commission voted to unanimously recommend approval of the rezoning to the Members of City Council.

A Public Hearing and First Reading of Ordinance No. 2371 were held during the April 1, 2025, City Council Meeting.

As of the date of this report, we have not received any comment forms for the City Council meeting. Staff and the Planning & Zoning Commission recommend approval of Ordinance No. 2371 for the Lexington Commons PD – Final Development Plan.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
▣ Staff Report	Other Supporting Documents
▣ CC PH Notice	Other Supporting Documents
▣ Ordinance No. 2371	Ordinances
▣ Exhibit A	Other Supporting Documents
▣ Exhibits B_B - 10	Other Supporting Documents

LEXINGTON COMMONS

This meeting is for a public hearing and first reading of the ordinance for a proposed Planned Development (PD) District – Final Development Plan (FDP) known as Lexington Commons. This request is for a change of zoning from Interim Standard Single-Family Residential District (R-1-I) to Planned Development (PD) District - Final Development Plan (FDP). The proposal consists of approximately 8.041 acres located between U.S. Highway 59 and Lexington Boulevard alongside Ditch “H”.

The proposed development consists of three office buildings, two parking garages, and limited surface parking spaces to be developed in two phases. Phase I includes two office buildings (maximum height of 35 feet) and one parking garage (maximum height of 55 feet) adjacent to Ditch “H”. Phase II includes an additional office building and parking garage at the center of the site, both with a maximum height of 90 feet. The proposed development will primarily consist of professional and medical offices, with limited retail and services on the ground floor of the office buildings and the parking garage constructed in Phase II (Parking Garage 2). The proposed FDP allows a maximum development of 269,000 square feet across the three office buildings and the ground-floor storefronts in Parking Garage 2.

The development is envisioned to be pedestrian oriented. Pedestrian walkways will be provided to connect building entrances to the parking garages and the existing sidewalk along Lexington Boulevard. The pedestrian walkways will be a minimum of five feet wide and shaded with trees or building canopies. Access from the proposed development to the trail being constructed along Ditch “H” will be via the existing sidewalk along Lexington Boulevard. The development will also include a centrally located pedestrian plaza that is a minimum of 500 square feet and includes at least two benches, two trees, and three bicycle parking spaces. Additionally, the ground-floor retail and services will provide a minimum of 60% transparency by means of storefront, entrances, and display windows in order to permit visibility between building occupants and pedestrians outside.

All facades of all buildings within the development will be of similar architectural design, color, and materials. For building façade finishes and materials, primary finishes shall consist of brick, stone (natural, cast, or cultured-textured), glass, and architecturally finished concrete panels while secondary finishes shall consist of wood, ceramic tiles, concrete masonry units (indented, hammered, or split face

Lexington Commons Final Development Plan

concrete), stucco and fiber cement siding. Primary finishes must comprise at least 85% of each building façade, while secondary finishes are limited to 15%.

The FDP includes conceptual elevations of the proposed parking garages (Exhibit B-9 and Exhibit B-10). The exterior walls of the parking garages facing Lexington Boulevard and Ditch “H” will be constructed of brick to reduce the visual impact of the structures. Shade trees will also be planted to screen the exterior walls of the parking garages that are not otherwise screened by other structures.

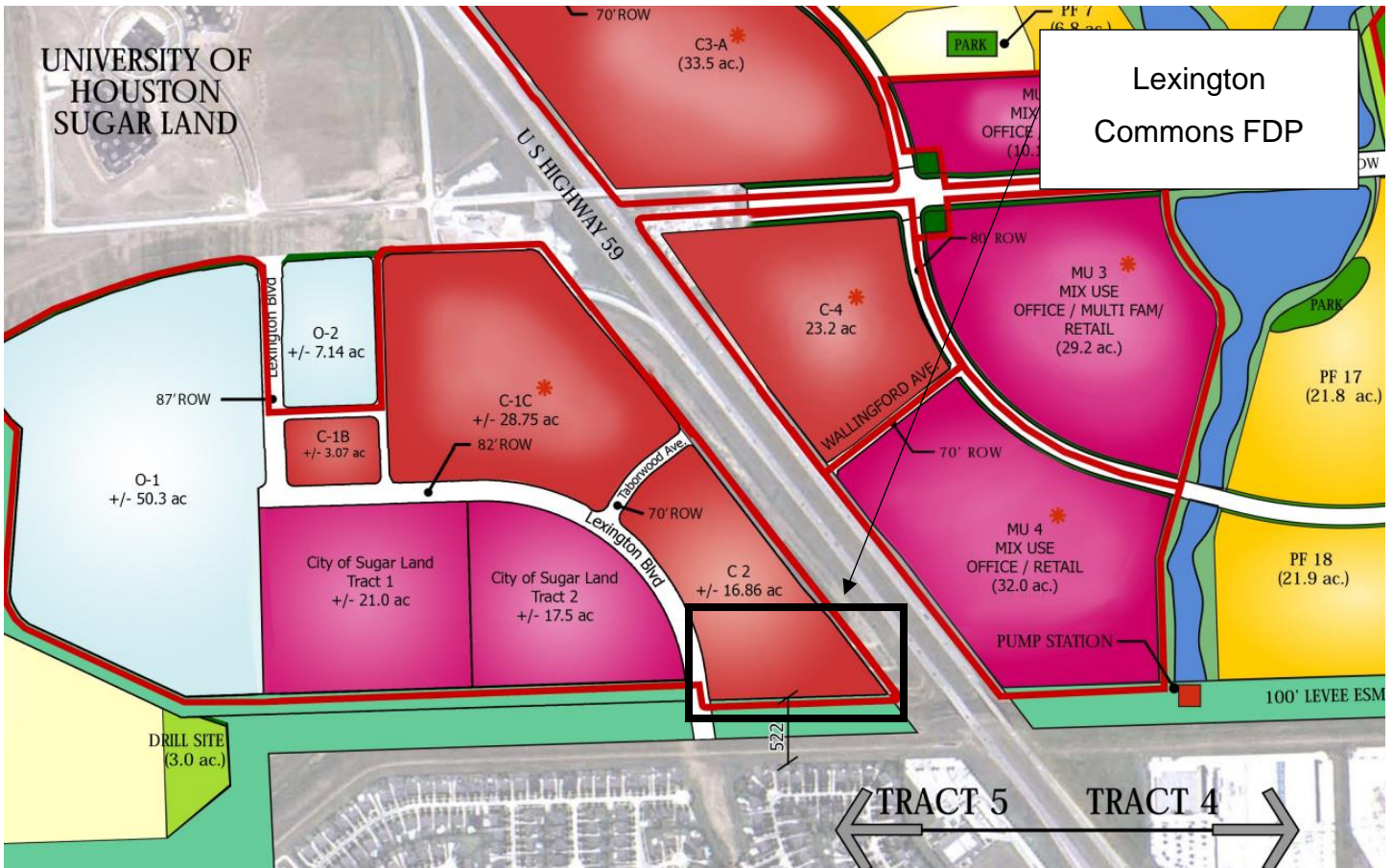
The proposed FPD includes two site layout plans (Exhibits B-2 and Exhibit B-2T). Exhibit B-2 includes two connections to Lexington Boulevard, while Exhibit B-2T includes an additional connection to the U.S. Highway 59 eastbound frontage road. Both site layouts were included in a Traffic Impact Analysis (TIA) and reviewed by staff. The TIA included recommended roadway improvements for each layout plan to accommodate the traffic generated by the proposed development, including the addition of a southbound left turn lane on Taborwood Avenue at Lexington Boulevard (Exhibit B-2) and the construction of a northbound right turn lane along the U.S. Highway 59 eastbound frontage road (Exhibit B-2T).

The proposed development aligns with the City’s Land Use Plan. The site is located in the University Boulevard Regional Activity Center (RAC). This RAC is located south of U.S. Highway 59 and includes the area known as Tract 5 and the University of Houston at Sugar Land campus. It is envisioned to be an office and entertainment centric walkable development with supporting retail. Building heights in this RAC are intended to range from low- to mid-rise, with low-rise buildings positioned at the edges adjacent to single-family residential.

The proposed development is also consistent with the Telfair General Land Plan. This site is categorized as Commercial and is identified for Planned Development District zoning on the General Land Plan.

Lexington Commons Final Development Plan

Telfair General Plan Excerpt



P&Z COMMISSION RECAP

The Planning & Zoning Commission held a public hearing at the March 11th meeting, where two members of the public spoke in favor of the proposal. Commissioners asked several clarifying questions of staff and the applicant. The questions and discussion focused on several topics, including the visibility of the office buildings and parking garages from the adjacent neighborhood, the location of the ground-floor retail and restaurants, the list of permitted uses, public sentiment at the applicant-hosted community meeting, and the future of the University Boulevard Regional Activity Center (RAC). After questions were answered, the Commission voted unanimously to recommend approval of this item to members of City Council.

PUBLIC HEARING NOTICE

The Notice of Public Hearing was published in a newspaper of general circulation and posted on the City of Sugar Land's Public Hearings webpage. All property owners within 200 feet of the subject property were notified via mailers and a courtesy public hearing sign was placed at the property. A map of properties that received mailers is included at the end of this report. The public hearing notice included a link to an online form that can be submitted to provide comments in advance of the meeting. At the time of writing this report, staff has not received any comment forms for the City Council meeting.

Notification of the public hearing was also provided to various HOAs and messaging was included on the City's NextDoor page.

The applicant team also hosted a public community meeting on February 17, 2025, at the Fort Bend County Library located on the University of Houston at Sugar Land campus where they invited residents from the surrounding neighborhoods. They shared the project details and visuals with those in attendance and answered resident questions regarding the project.



NOTICE OF PUBLIC HEARING

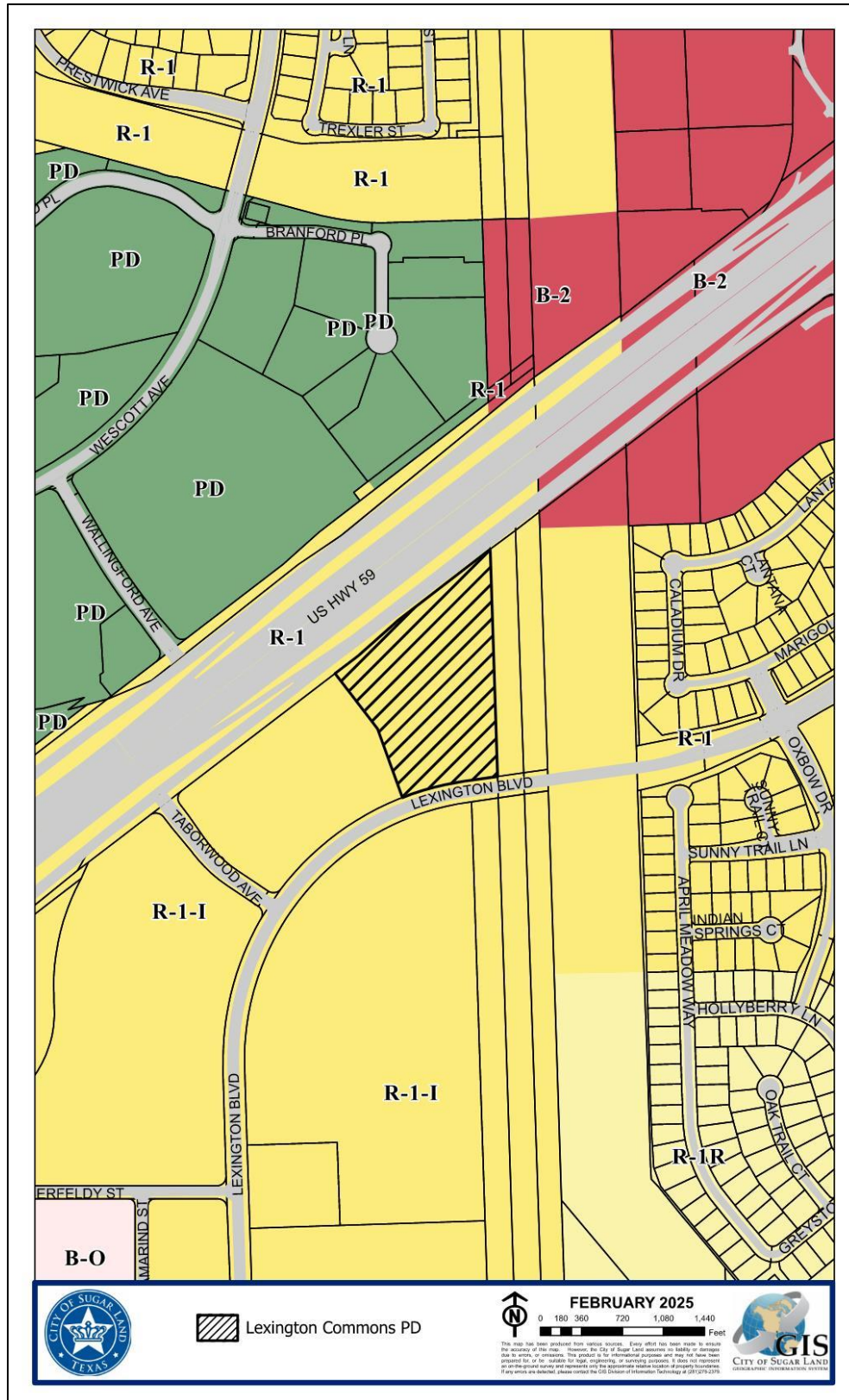
PROPOSED REZONING OF 8.041 ACRES FROM INTERIM STANDARD SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1-I) TO LEXINGTON COMMONS PD - FINAL DEVELOPMENT PLAN

City Council Public Hearing 5:30 p.m., April 1, 2025, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North, hosted via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live> and Sugar Land Comcast Subscribers can also tune-in on Channel 16, to hear all persons interested in the proposed rezoning of 8.041 acres from Interim Standard Single-Family Residential District (R-1-I) to Lexington Commons Planned Development Final Development Plan located between U.S. Highway 59 and Lexington Boulevard alongside Ditch "H", further described as 8.041 acres of land located in the Alexander Hodge League, Abstract 32, and being a portion of Tract 5, Part 5 as described in Slide No. 1655B and 1656A F.B.C.P.R.

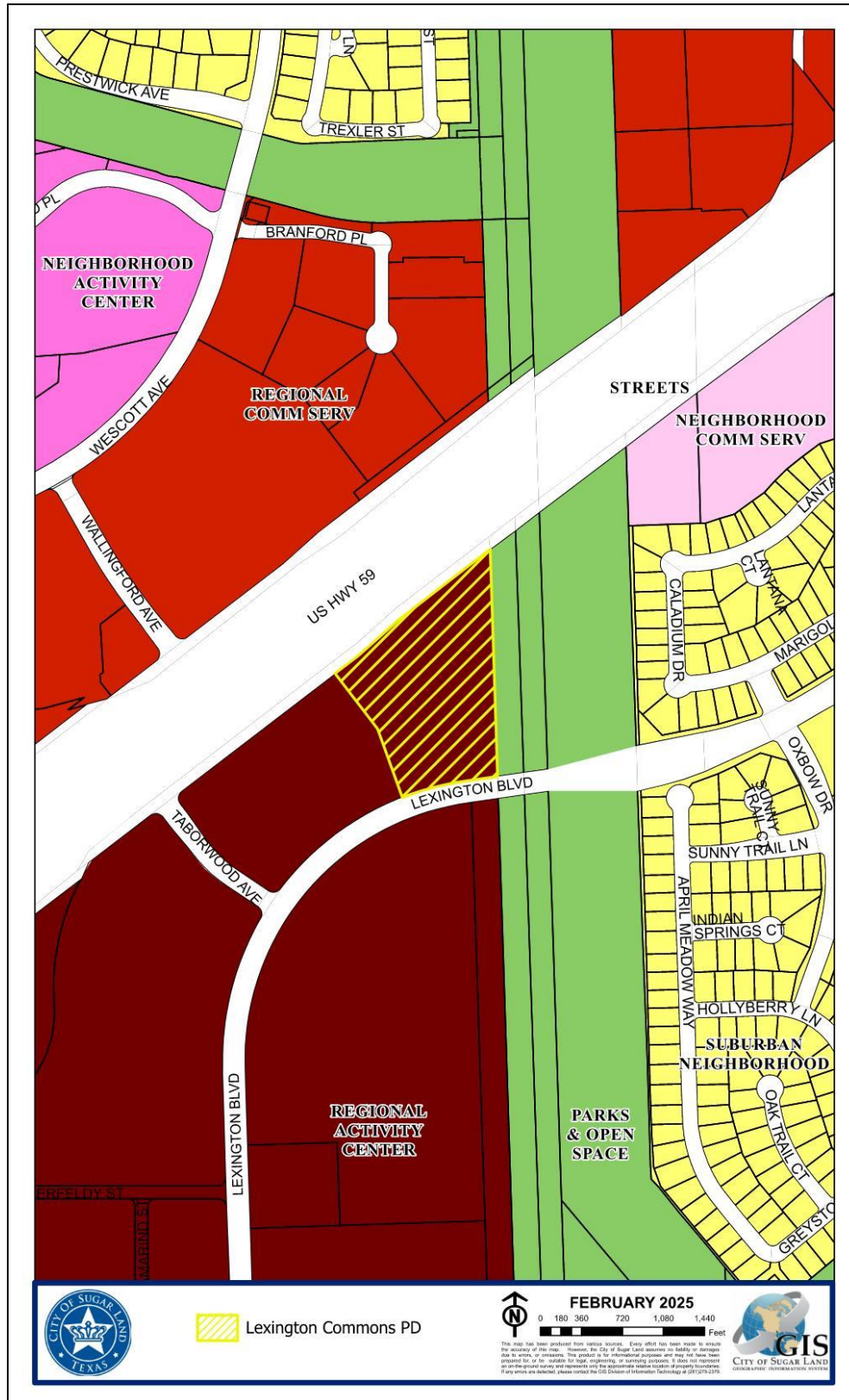
The proposed development includes three office buildings, two parking garages, and limited surface parking spaces. The proposed land uses for this development primarily focus on professional and medical offices with limited services and retail.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under "Meeting Agendas" City Council no later than Friday, March 28, 2025. Request details or provide feedback on the proposed rezoning online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Planning & Development Services Department at (281) 275-2218.

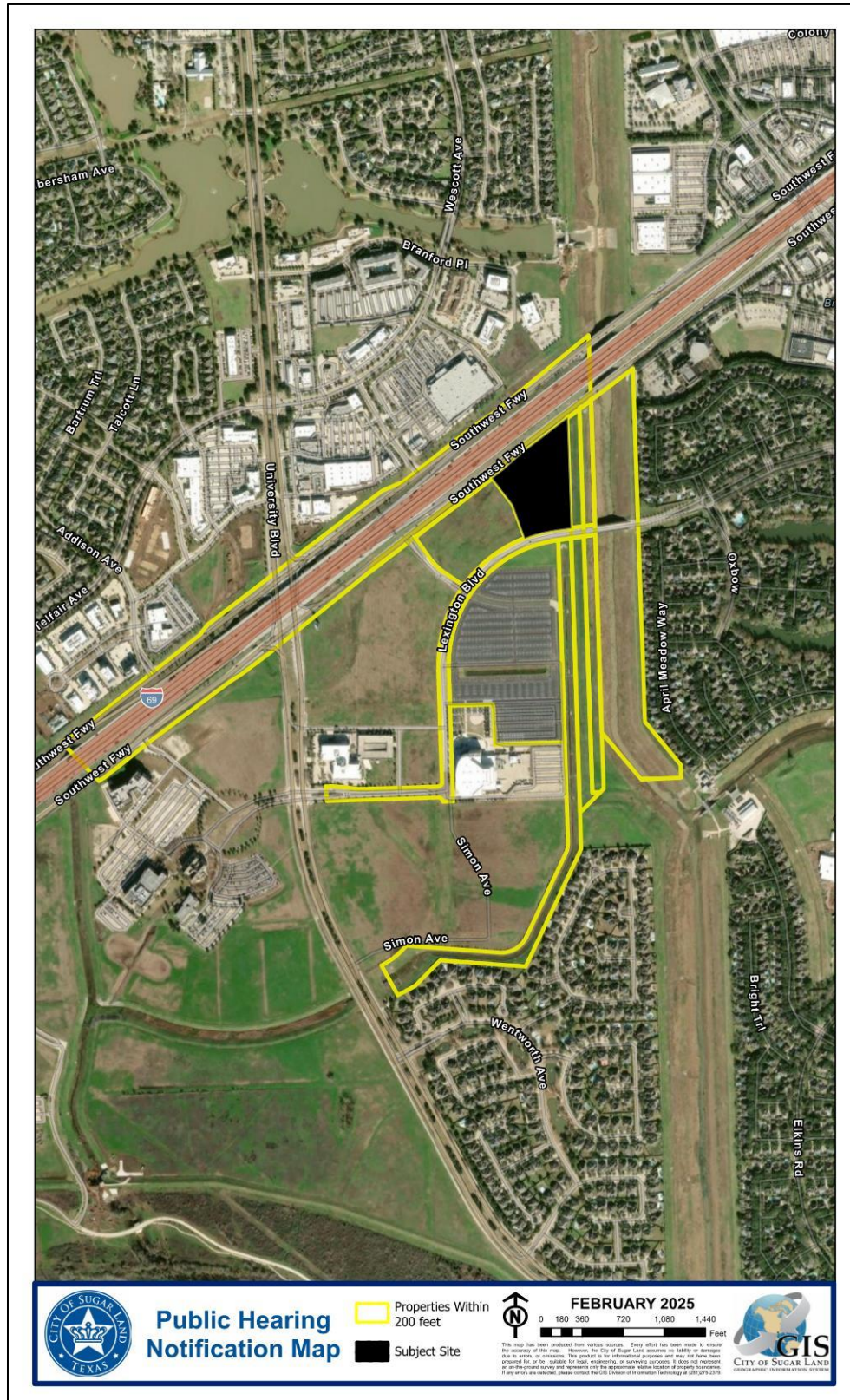
VICINITY MAP



FUTURE LAND USE MAP EXCERPT



PUBLIC HEARING NOTIFICATION MAP





NOTICE OF PUBLIC HEARING

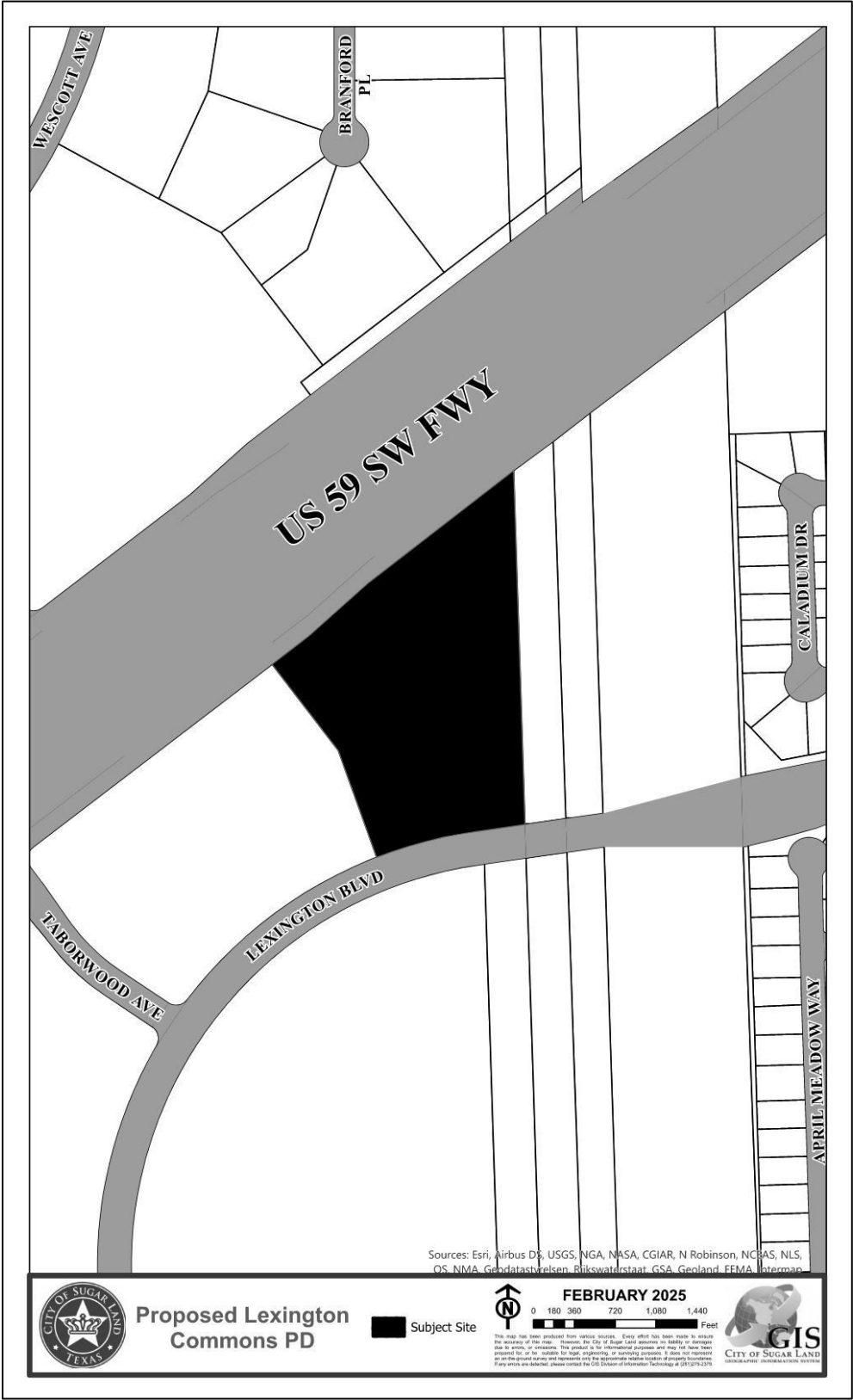
PROPOSED REZONING OF 8.041 ACRES FROM INTERIM STANDARD SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1-I) TO LEXINGTON COMMONS PD - FINAL DEVELOPMENT PLAN

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The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under “Meeting Agendas” City Council no later than Friday, March 28, 2025. Request details or provide feedback on the proposed rezoning online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Planning & Development Services Department at (281) 275-2218.

VICINITY MAP:



ORDINANCE NO. 2371

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 PLANNED DEVELOPMENT (PD) DISTRICT - FINAL DEVELOPMENT PLAN FOR LEXINGTON COMMONS, APPROXIMATELY 8.041 ACRES OF LAND LOCATED BETWEEN U.S. HIGHWAY 59 AND LEXINGTON BOULEVARD ALONGSIDE DITCH “H”.

WHEREAS, Planned Community Developers, Ltd. has requested that approximately 8.041 acres of land located within the City of Sugar Land (the “City”) between U.S. Highway 59 and Lexington Boulevard alongside Ditch “H” be rezoned from Interim Standard Single Family (R-1-I) District to Planned Development (PD) District - Final Development Plan; and

WHEREAS, the City Planning and Zoning Commission forwarded its final report to the City Council, recommending approval of the rezoning request; and

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

WHEREAS, the City Council finds that the zoning request complies with the City’s comprehensive plan and now deems it appropriate to make such zoning change; NOW, THEREFORE:

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

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

Section 2. That the zoning district classification of approximately 8.041 acres of land described in Exhibit A, located between U.S. Highway 59 and Lexington Boulevard alongside Ditch “H,” is changed from Interim Standard Single Family Residential (R-1-I) zoning district classification to Planned Development (PD) District - Final Development Plan under the comprehensive zoning ordinance of the City of Sugar Land, Texas.

Section 3. That the City's official zoning map shall be amended to reflect this change in zoning district classification.

Section 4. That the following Exhibits are attached to and incorporated into this ordinance:

- Exhibit A: Metes and Bounds Legal Description
- Exhibit B: Final Development Plan
- Exhibit B-1: Location Map
- Exhibit B-2: Site Layout Plan
- Exhibit B-2T: Site Layout Plan, includes TxDot curb cut

Exhibit B-3: Permitted Uses
Exhibit B-4: Perimeter Setbacks and Buffer
Exhibit B-4T: Perimeter Setbacks and Buffer, includes TxDot curb cut
Exhibit B-5: Pedestrian Circulation
Exhibit B-5T: Pedestrian Circulation, includes TxDot curb cut
Exhibit B-6: Landscape Plan
Exhibit B-6T: Landscape Plan, includes TxDot curb cut
Exhibit B-7: Plant List
Exhibit B-8: Freeway Signage Plan
Exhibit B-8T: Freeway Signage Plan, includes TxDot curb cut
Exhibit B-9: Conceptual Elevations – Garage 1
Exhibit B-10: Conceptual Elevations – Garage 2

READ IN FULL on first consideration on _____, 2025.

APPROVED upon second consideration on _____, 2025.

Joe R. Zimmerman, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Attachments:

Exhibit A:	Metes and Bounds Legal Description
Exhibit B:	Final Development Plan
Exhibit B-1:	Location Map
Exhibit B-2:	Site Layout Plan
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Exhibit B-6T: Landscape Plan, includes TxDot curb cut
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EXHIBIT A
Lexington Commons,
Acres 8.041

November 10, 2023
Job No. 1800-0168A

DESCRIPTION OF
8.041 ACRES
(350,257 SQUARE FEET)

Being 8.041 acres (350,257 square feet) of land located in the Alexander Hodge League, Abstract 32, Fort Bend County, Texas, being a portion of Tract 5, Part 5 as shown on the State of Texas Department of Transportation Partition Plat, a subdivision of record in Slide No. 1655B and 1656A, of the Plat Records, of said Fort Bend County (F.B.C.P.R.), more particularly being a portion of the residue of a called 326.826 acre tract conveyed to NNPKeepsake, L.P., by an instrument of record under File Number 2003149525, Official Public Records of said Fort Bend County (F.B.C.O.P.R.), amended and renamed to NNP-Telfair LP by an instrument of record under File Number 2006007940. F.B.C.O.P.R., now known as NNPTelfair LLC by Certificate of Conversion, effective date March 22, 2012, said 8.041 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 1993 adjustment);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" found on the northerly line of said 326.826 acre tract, same being the northwest corner of that certain called 18.688 acre tract conveyed to Fort Bend County Levee Improvement District No. 17, by an instrument of record in File Number 2007115781, F.B.C.O.P.R., and on the southerly right-of-way line of U.S. Highway No. 59 (width varies) as described in Volume 460, Page 73 and Volume 1821, Page 962 (File Number 8600222) Deed Records of said Fort Bend County, (F.B.C.D.R.);

Thence, South 01° 50' 41" East, along the westerly line of said 18.688 acre tract, 873.83 feet to a chiseled "X" found for corner on the northerly right-of-way line of Lexington Boulevard (82 feet wide) as shown on Lexington Boulevard Street Dedication, a street dedication of record on Plat Number 20130012, F.B.C.P.R.;

8.041 acres

November 10, 2023
Job No. 1800-0168A

Thence, South $81^{\circ} 51' 24''$ West, departing said westerly line and along said northerly right-of-way line, 131.96 feet to 5/8-inch iron rod with cap stamped "LJA ENG" found for corner, the beginning of a curve;

Thence, along the northerly right-of-way line of said Lexington Boulevard and 247.13 feet along the arc of a tangent curve to the left having a radius of 1,080.00 feet, a central angle of $13^{\circ} 06' 39''$ and a chord which bears South $75^{\circ} 18' 04''$ West, 246.59 feet to a chiseled "X", found for the southeast corner of that certain called 8.713 acre tract conveyed to Board of Regents of the University of Texas System by an instrument of record under File Number 2017034414, F.B.C.O.P.R.;

Thence, North $19^{\circ} 47' 43''$ West, departing the northerly right-of-way line of said Lexington Boulevard, and along the easterly line of said 8.713 acre tract, 280.09 feet to 5/8-inch iron rod with cap stamped "LJA ENG" found for corner;

Thence, North $37^{\circ} 28' 57''$ West, continuing along the easterly line of said 8.713 acre tract, 268.21 feet to 5/8-inch iron rod with cap stamped "LJA ENG" found for the northeast corner of said 8.713 acre tract and on the northerly line of the aforementioned 326.826 acre tract and the aforementioned southerly right-of-way line of U.S. Highway No. 59;

Thence, North $52^{\circ} 31' 25''$ East, along the northerly line of said 326.826 acre tract and the existing southerly right-of-way line of said U.S. Highway No. 59, 113.39 feet to 5/8-inch iron rod with cap stamped "LJA ENG" found for corner;

Thence, North $52^{\circ} 30' 42''$ East, departing the northerly line of said 326.826 acre tract and the existing southerly right-of-way line of said U.S. Highway No. 59, and along the proposed southerly right-of-way line of said U.S. Highway No. 59, 198.78 feet to 5/8-inch iron rod with TxDOT Aluminum Disk set for corner;

8.041 acres

November 10, 2023
Job No. 1800-0168A

Thence, North 52° 31' 23" East, continuing along the proposed southerly right-of-way line of said U.S. Highway No. 59, 188.43 feet to 5/8-inch iron rod with TxDOT Aluminum Disk set for corner;

Thence, North 32° 46' 19" East, continuing along the proposed southerly right-of-way line of said U.S. Highway No. 59, 44.39 feet to 5/8-inch iron rod with TxDOT Aluminum Disk set for corner on the northerly line of said 326.826 acre tract and the existing southerly right-of-way line of said U.S. Highway No. 59;

Thence, North 52° 31' 23" East, along the northerly line of said 326.826 acre tract and the existing southerly right-of-way line of said U.S. Highway No. 59, 224.06 feet to the POINT OF BEGINNING and containing 8.041 acres (350,257 square feet) of land.

This description was prepared from a survey prepared by the undersigned dated November 10, 2023.



Gary D. Nutter
Registered Professional Land Surveyor
Texas Registration No. 5659
LJA Surveying, Inc.



10 NOV 2023

EXHIBIT B

FINAL DEVELOPMENT PLAN

Lexington Commons

A. Contents – This urban final development plan includes information and regulations per the following sections:

- General Provisions
- Land Uses
- Development Regulations
- Pedestrian and Bicycle Circulation
- Landscape Requirements
- Freestanding Signs
- Building and Parking Structure Regulations
- Exterior Equipment and Service Areas

B. General Provisions

1. The planned development district (PD) approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City.
2. If any provision or regulation of any City ordinance applicable in a B-O (Business Office) zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the B-O zoning district in effect on the effective date of this ordinance apply to this PD as though written herein, except to the extent the City regulation or provision conflicts with a provision of this ordinance.
3. The PD shall be developed in accordance with the following exhibits that are attached to and made part of this Final Development Plan:

Exhibit A:	<i>Lexington Commons, Acres 8.041 - Metes and Bounds</i>
Exhibit B:	<i>Final Development Plan</i>
Exhibit B-1:	<i>Location Map</i>
Exhibit B-2:	<i>Site Layout Plan</i>
Exhibit B-2T:	<i>Site Layout Plan, includes TxDot curb cut</i>
Exhibit B-3:	<i>Permitted Uses</i>
Exhibit B-4:	<i>Perimeter Setbacks and Buffer</i>
Exhibit B-4T:	<i>Perimeter Setbacks and Buffer, includes TxDot curb cut</i>
Exhibit B-5:	<i>Pedestrian Circulation</i>
Exhibit B-5T:	<i>Pedestrian Circulation, includes TxDot curb cut</i>
Exhibit B-6:	<i>Landscape Plan</i>
Exhibit B-6T:	<i>Landscape Plan, includes TxDot curb cut</i>
Exhibit B-7:	<i>Plant List</i>
Exhibit B-8:	<i>Freeway Signage Plan</i>
Exhibit B-8T:	<i>Freeway Signage Plan, includes TxDot curb cut</i>
Exhibit B-9:	<i>Conceptual Elevations – Garage 1</i>
Exhibit B-10:	<i>Conceptual Elevations – Garage 2</i>

4. As shown on [Exhibit B-1, Location Map](#), the Lexington Commons PD encompasses 8.041 acres adjacent to Ditch “H” that extends from Lexington Boulevard to Interstate Highway 69. The entire Lexington Commons project is intended to yield a high-end, mixed-use development with Class A office buildings, retail, restaurant, and entertainment uses centered on a pedestrian oriented urban core.
5. Except as otherwise provided herein, the words used in this final development plan have the meaning established by the Development Code. In this ordinance:

Class A Office means an investment-grade property with the highest quality construction and workmanship, materials and systems, significant architectural features, the highest quality finish and trim, abundant amenities, and first-rate maintenance and management.

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

Ditch H means the drainage channel and levee that adjoin the east boundary of the PD.

Offset means either an abrupt change in the dimension or profile of a building wall, or a horizontal ledge on the face of a wall formed by the diminution of its thickness above.

Open Space means the portion of all land contained within the PD that is not covered by buildings, parking lots, driveways, improved pedestrian areas (outside of publicly accessible plazas), or other impermeable material.

PD means the planned development district created by this ordinance.

Pavers mean colored interlocking bricks, tiles, stones, blocks, or concrete masonry units.

6. Site development shall be comprised of three office buildings, two parking garages and surface parking areas, constructed as shown on [Exhibit B-2 and Exhibit B2-T, Site Layout Plan](#).
7. First floor retail and services may be located in parking garage 2, as exemplified in [Figure 1](#), and professional buildings, as exemplified in [Figure 2](#).



Figure 1

Figure 2



8. Maximum development for the PD is 269,000 square feet, which includes all buildings and retail on the first floor of Garage 2.
9. In order to accommodate medical offices in all buildings, required parking shall be provided at the ratio of one space per 200 square feet (1:200) of building.

C. Land Uses

1. Permitted land uses, as defined in the Development Code, are listed in [Exhibit B-3, Permitted Uses](#). All other land uses are prohibited.
2. Fleet vehicle storage is prohibited.
3. Outdoor storage is prohibited for all permitted uses.
4. Drive-thru lanes are prohibited for all permitted uses.

D. Development Regulations – The PD shall be developed in accordance with the following development regulations:

1. Building and parking garage heights fronting Ditch H:
 - (a) Maximum building height for Buildings 1 and 2 shall be 35 feet above ground level.
 - (b) Maximum height for Parking Garage 1 shall be 55 feet above ground level. [Exhibit B-9, Conceptual Elevations](#).
2. Building and parking garage heights not fronting Ditch H:
 - (a) Maximum building height for Building 3 shall be 90 feet above ground level.
 - (b) Maximum height for Parking Garage 2 shall be 90 feet above ground level. [Exhibit B-10, Conceptual Elevations](#).
3. Minimum building setbacks along lot lines abutting the following, as shown on [Exhibit B-4 and B-4T, Perimeter Setbacks and Buffer](#):

- (a) Interstate Highway 69: 35 feet
- (b) Lexington Boulevard: 20 feet
- (c) Ditch H: 34 feet per existing easements
- (d) Interior side and rear lot lines: 20 feet

4. Parking lot setbacks:

- (a) Interstate Highway 69: 35 feet
- (b) Lexington Boulevard: 20 feet
- (c) Ditch H: 34 feet per existing easements
- (d) Interior side and rear lot lines: 20 feet

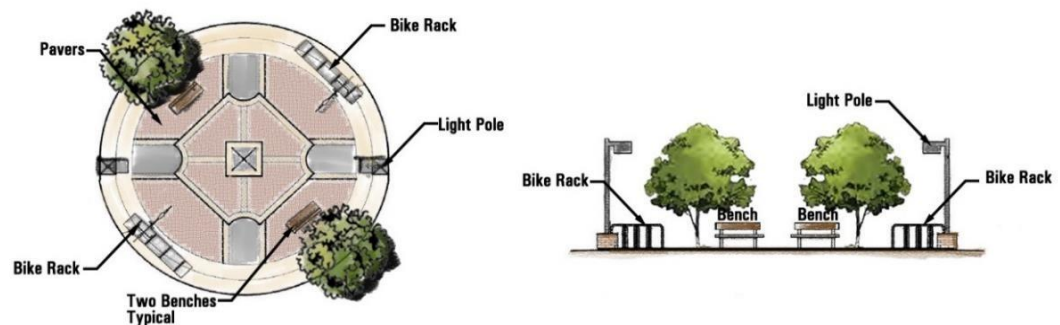
5. Paving:

- (a) All parking lots and vehicular use areas must be constructed of concrete.
- (b) Driveways may be constructed, or paved with interlocking, multicolored pavers supported by a 6-inch reinforced concrete tray and a sub-grade per City design standards.

E. Pedestrian and Bicycle Circulation – The PD shall be developed in accordance with [Exhibit B-5](#) and [Exhibit B-5T, Pedestrian Circulation](#), and the following pedestrian and bicycle circulation regulations:

- 1. A 14-foot wide pedestrian access easement shall be provided along Interstate Highway 69 within the required landscape buffer.
- 2. As part of development, a pedestrian plaza, as exemplified in [Figure 3](#), shall be provided in a centralized location within the development. The plaza shall include a minimum size of 500 square feet, decorative paving pattern and lighting, and at least 2 benches, 2 street trees and 3 bicycle parking spaces.

Figure 3



3. Pedestrian walkways shall be provided in accordance with the following criteria:

- (a) Connect a primary building entrance to the Lexington Boulevard sidewalk
- (b) Connect walkways from building entrance to adjacent parking garage
- (c) Minimum 5-foot width

- (d) Readily visible and free of encroachment by parked vehicles
- (e) Paved with concrete or other masonry products differentiated from the driveway and parking area through the use of color, texture, and materials
- (f) Predominantly shaded with street trees at one per 30 linear feet of walkway, or building canopies
- (g) Lighted with pedestrian-scaled fixtures not less than one per pedestrian walkway and shall not exceed 15 feet in height. Location and quantity to be determined at site plan review.
- (h) At least one pedestrian walkway shall be provided to connect each building to the pedestrian plaza, which shall be constructed in Phase 1.

4. Bicycle parking:

- (a) On-site parking spaces for bicycles shall be provided within 50 feet of a public entrance to a building.
- (b) Minimum three (3) bicycle parking spaces per office building
- (c) Bicycle parking spaces shall not encroach into any sidewalk or other pedestrian walkway as required herein.
- (d) Bicycle parking spaces shall include racks with a minimum number of three (3) spaces in any one location. Lockers, or other structures intended for parking bicycles may be utilized for supplemental bicycle parking.
- (e) Racks shall be designed to support the bicycle upright in two places on the bicycle frame.
- (f) Bicycle parking shall be provided in the pedestrian plaza as specified above in Section E.2.

F. Landscape Requirements – The PD shall be developed as shown on [Exhibit B-6 and Exhibit B-6T, Landscape Plan](#), and in accordance with the following landscape regulations:

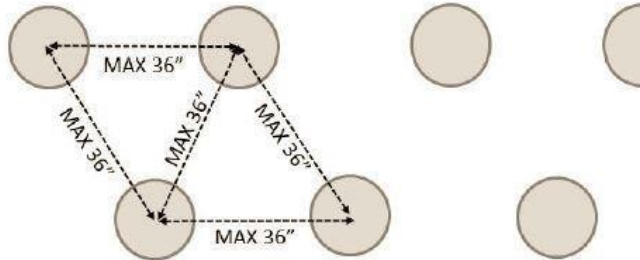
1. Minimum on-site landscape buffer widths along lot lines abutting the following, as shown on [Exhibit B-4 and Exhibit B-4T, Perimeter Setbacks and Buffer](#):

(a) Interstate Highway 69:	35 feet
(b) Lexington Boulevard:	20 feet
(c) Ditch H:	34 feet per existing easements
(d) Interior side and rear lot lines:	20 feet
2. Required landscape buffers may include vehicular driveways perpendicular to the length of the buffer, freestanding signs, sidewalks, and pedestrian walkways. Buffers may also be used for future transit stops.
3. Minimum open space of 15%, inclusive of landscape buffers.
4. Shade trees:
 - (a) Along Highway 69, one tree shall be located in the required landscape buffer for each 30 feet of highway frontage, or portion thereof, measured along the right-of-way line.
 - (b) Along Lexington Boulevard, one tree shall be located in the required landscape buffer for each 30 feet of street frontage, or portion thereof, measured along the right-of-way line.

- (c) Along the western property line adjacent to the Board of Regents of the University of Texas System, one tree shall be located for each 30 feet or portion thereof, measured along the property line.
 - (d) Along the eastern property line adjacent to Ditch H, one tree shall be located for each 30 feet or portion thereof, measured along the property line. Such trees shall be placed outside the existing utility easement containing overhead electric lines.
 - (e) Required trees may be clustered or spaced linearly; they need not be placed evenly.
 - (f) All shade trees within the PD, including those required within internal parking lots per Chapter 2, Article XV, Landscaping and Screening Regulations, shall have a minimum 4-inch caliper and minimum 10-foot height as measured at ground level when planted.
 - (g) Parking garage shade trees shall be planted along the exterior wall for every 30 linear feet of the length of the structure not screened from public view by other structures.
5. On-site parking, adjacent to perimeter landscape buffers, shall have a continuous hedge of a minimum 3-foot height at time of planting to screen the parking lot from the adjacent road or property.

As shown in **Figure 4**, shrubs for screening and buffering must be planted in a double row 36 inches tall at the time of planting and planted with triangular centers no greater than 36 inches on center. When used for required screening, the shrubs must be planted and maintained to form a continuous, unbroken, solid, visual screen within one year of planting, unless providing for a sidewalk or pedestrian walkway.

Figure 4



- 6. Plant species used to satisfy the requirements of the PD shall be those listed on **Exhibit B-7, Plant List**.
- 7. Landscape irrigation shall include drip irrigation in designated areas and a water-saving irrigation programmer, to minimize usage and reduce waste.
- 8. All utility lines shall be located underground save and except required ground-mounted equipment and the existing overhead lines along Interstate Highway 69 and Ditch H.

G. Freestanding Signs – Signs within the PD shall be permitted in accordance with the following regulations:

- 1. Freestanding signs fronting on Interstate Highway 69, as shown on **Exhibit B-8 and Exhibit B-8T, Freeway Signage Plan**:

- (a) Maximum effective area: 150 square feet
 - (b) Maximum height: 12 feet
 - (c) Number per feet of frontage: 1 per 250 feet
 - (d) Minimum spacing between signs: 250 feet
 - (e) Minimum setback: 10 feet from property line
 - (f) Maximum number of signs: 2
2. Each business within the PD shall be restricted to displaying signage on no more than one single freestanding sign along Interstate Highway 69 or Lexington Boulevard.
 3. All information on one supporting structure is counted as one sign for purposes of applying the regulations on the number of freestanding signs allowed on any one property.
 4. Exterior finishes for freestanding signs are shown on [Exhibit B-8 and Exhibit B-8T, Freeway Signage Plan](#).
 5. Additional regulations on freestanding signs within the Development Code, Section 4-24, remain applicable.
 6. Except as provided in this PD, signage shall comply with Chapter 4 of the Development Code.

H. Building and Parking Structure Regulations – Buildings and parking structures within the PD shall be developed in accordance with the following regulations:

1. Building design criteria and features:
 - (a) As shown in [Figure 5](#), all building facades shall include offsets, changes in building materials, colors and textures, and architectural detailing that creates shade and cast shadows.
 - (b) Clear glass is required in all storefronts.

Figure 5



**DECORATIVE EAVES
AND ARCHITECTURAL
DETAILS THAT PROVIDE
INTEREST AND SCALE**

- (c) Facades greater than 100 feet in length that face Interstate Highway 69 or Lexington Boulevard shall incorporate offsets and fenestrations having a minimum depth of 2 feet

and extending at least 20% of the length of the façade. No uninterrupted length of a façade shall exceed 100 feet.

- (d) As exemplified in **Figures 6 and 7**, canopies and recessed entries shall be provided at primary pedestrian entrances to a building. Canopies may be structural extensions of the building or constructed of fabric attached to the building. An individual canopy shall cover a ground area of at least 20 square feet. A recessed entry shall be at least 40 square feet in size.



Figure 6

Figure 7

- (f) All facades of an individual building and the facades of multiple buildings within a single development shall be of similar architectural design, color, and materials.
- (g) The Director may approve alternative canopy or façade treatments not specified herein if the Director determines that the alternative canopy or façade treatment is substantially equal to or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.
- (h) The front façade of the first floor of a retail building shall be at least 60% transparent as shown in **Figure 8** by means of storefronts, entrances, and display windows in order to permit visibility between the building occupants and outdoor pedestrians and motor vehicle drivers.

Figure 8



2. Building façade finishes:

- (a) As shown in **Figure 9**, Primary Finish means an exterior finish consisting of brick, stone (natural, cast, or cultured-textured), glass, and architecturally finished concrete panels.
- (b) Primary Finishes shall comprise at least 85% of each façade. The remaining portion of an exterior wall that is not constructed of a Primary Finish must be constructed of a Secondary Finish.
- (c) Secondary Finish means an exterior finish consisting of wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), stucco and fiber cement siding.

Figure 9



- (d) Secondary Finishes shall comprise no more than 15% of the façade for any building.
- (e) No single, primary building finish material shall cover more than 80% of the front of any building, as shown in **Figure 9**.
- (f) Unless approved by the Director, the use of architectural metals is limited to canopies, parapet walls, roof systems, and miscellaneous trim work, and such use shall meet the durability standards of the Development Code.
- (g) The following building materials shall not be used for a Primary or Secondary Finish:
 - (i) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels.
 - (ii) Unfired or underfired clay, sand, or shale brick.
 - (iii) Smooth or un-textured concrete surfaces.
 - (iv) Exterior Insulated Finish Systems (E.I.F.S.).
- (h) The director may approve alternative Primary or Secondary Finishes not specified in this article if the Director determines that the alternative finish is substantially equal to or better than a specified Primary or secondary Finish in quality, durability, and appearance and the use thereof will not violate any provision of this article.

3. Parking Structure:

- (a) The parking structure is to be properly illuminated, provide both vehicular and pedestrian traffic ease of ingress and egress.
- (b) The exterior walls of the parking structures that face both Lexington Blvd and Ditch H will consist of glass windows and brick as shown on **Exhibit B-9 and Exhibit B-10, Conceptual Elevations**.
- (c) All other parking structure requirements are defined in Article XI of the City of Sugar Land Development Code

- I. **Exterior Equipment and Service Areas** – As exemplified in Figures 10, 11 and 12, exterior equipment and services areas shall be developed in accordance with the following regulations:

Figure 10



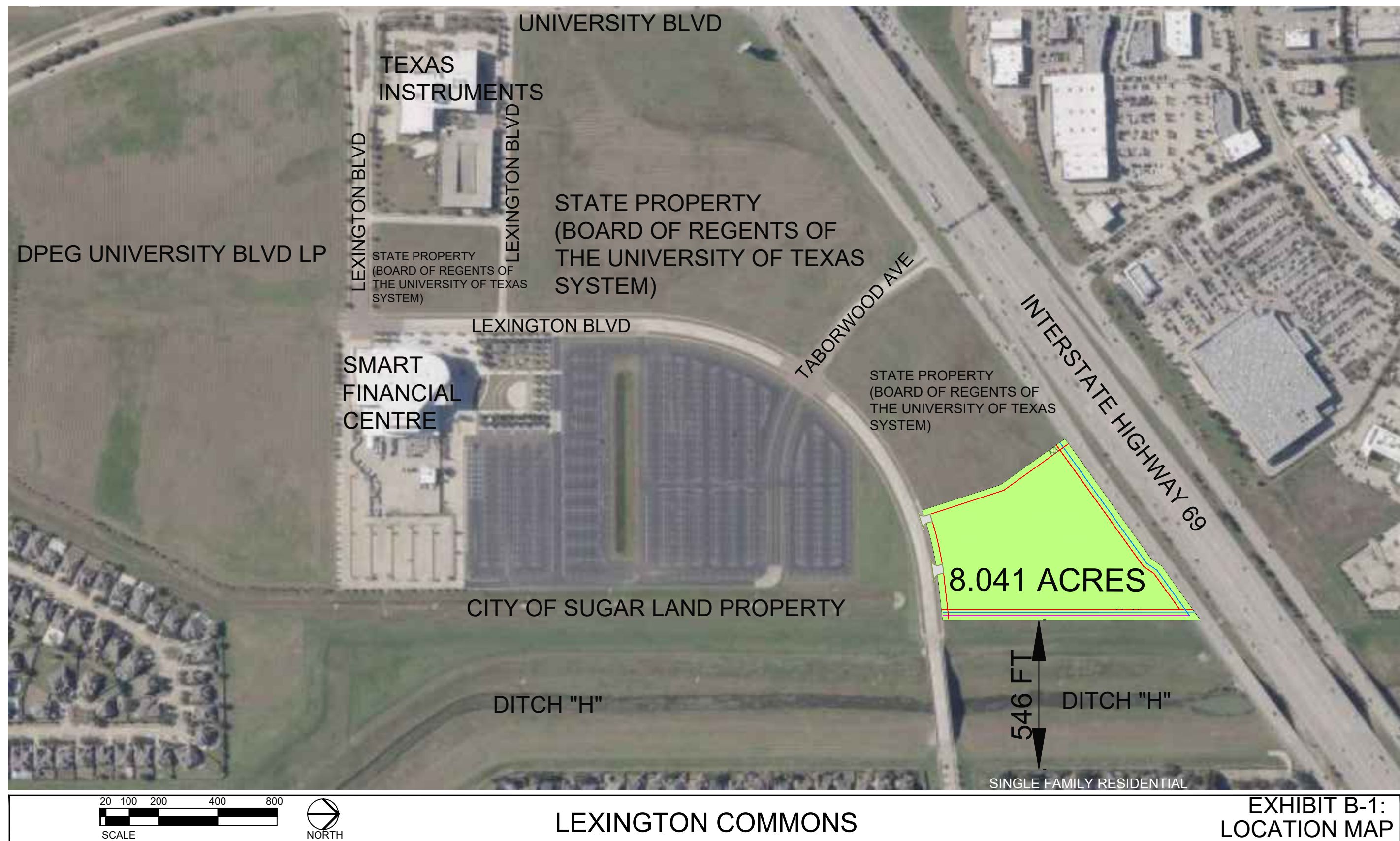
Figure 11



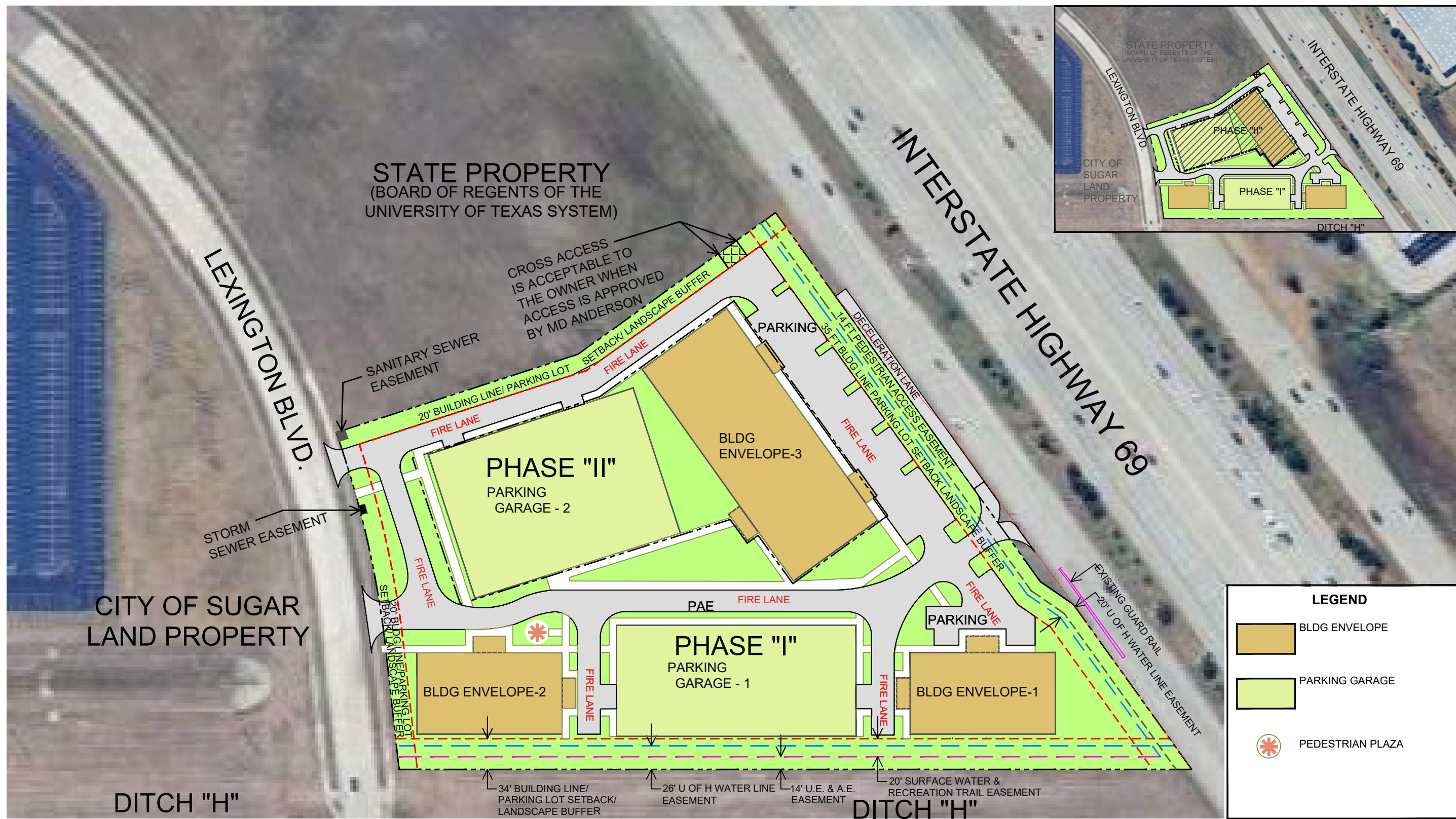
Figure 12



1. Exterior Equipment and Service Siting and Screening:
 - (a) Service and Equipment Areas must be oriented toward service drives and away from street or highway right-of-way unless adequately screened.
 - (b) Service and Equipment Areas must be visually and acoustically screened from primary building entrances and adjacent land uses.
 - (c) Screening shall consist of wing walls, landscape screens, changes in building orientation, and/or other architectural elements that provide sufficient barrier.
 - (d) Screening shall extend a minimum of 12 inches above the object being screened.
 - (e) Screening walls, wing walls, columns, and similar building extensions and supports shall be of complementary architectural design, color and materials as the building or structure to which they are attached.
2. Mechanical and Utility Equipment Siting and Screening:
 - (a) Mechanical and utility equipment must be placed in the most inconspicuous location possible.
 - (b) Such equipment shall be located internally along or near rear access drives, parking spaces or rear-facing facades.
 - (c) Ground-mounted mechanical equipment must be screened with architecturally integral wing walls and/or landscape planting, or another acceptable screening device.
 - (d) Where building mounted utility equipment cannot be placed behind screens or other barriers and is visible from the street or highway right-of-way, it must be treated such that it blends into the context of the adjacent façade materials.
 - (e) Utility boxes taller than 2 feet may not be placed in an intersection clear vision area or interfere with the use of access drives, sidewalks or other vehicular or pedestrian paths.







LEXINGTON COMMONS

EXHIBIT B-2T:
SITE LAYOUT PLAN, INCLUDES TXDOT CURB CUT

EXHIBIT B-3

Permitted Uses for Lexington Commons

Institutional

School, College and University

1. Private Only
2. Permitted only within an office building
3. No dormitories or other form of student housing

School, Vocational

Office

Call / Message Center

Professional Office, Neighborhood

Professional Office, Regional

Retail

Bar

Retail Sales, Small

Restaurant, With No Drive-In or Drive-Thru Service

Wine Bar

Services

Animal Services, Boarding / Day Care

Animal Services, Small Animals

Assembly Facility, Banquet / Event Center

Child Care Facility, Daycare in accordance with the following requirements:

1. Permitted only as an accessory use within an office building
2. Be developed in accordance with an approved traffic circulation plan and traffic study to include on-site queuing
3. Provide dedicated outside or inside recreation areas, which exclude retrofitted parking lots

Cleaning, Dry Cleaners Pick-Up & Drop-Off

Clinic, Drug and Alcohol Treatment

Financial Institution without Drive-Thru

Fitness Center, Indoor Fitness Instruction

Fitness Center, Small

Medical and Dental Laboratory

Medical, Dental, or Therapist Clinic / Office

Permanent Makeup

Personal Services

Place of Worship

1. Permitted only as an accessory use within an office building
2. 2,000 square foot limit per building

Research, Life Sciences and Healthcare

Research, Research and Testing Laboratory

Research, Technology Development

Studio, Glass or Ceramics



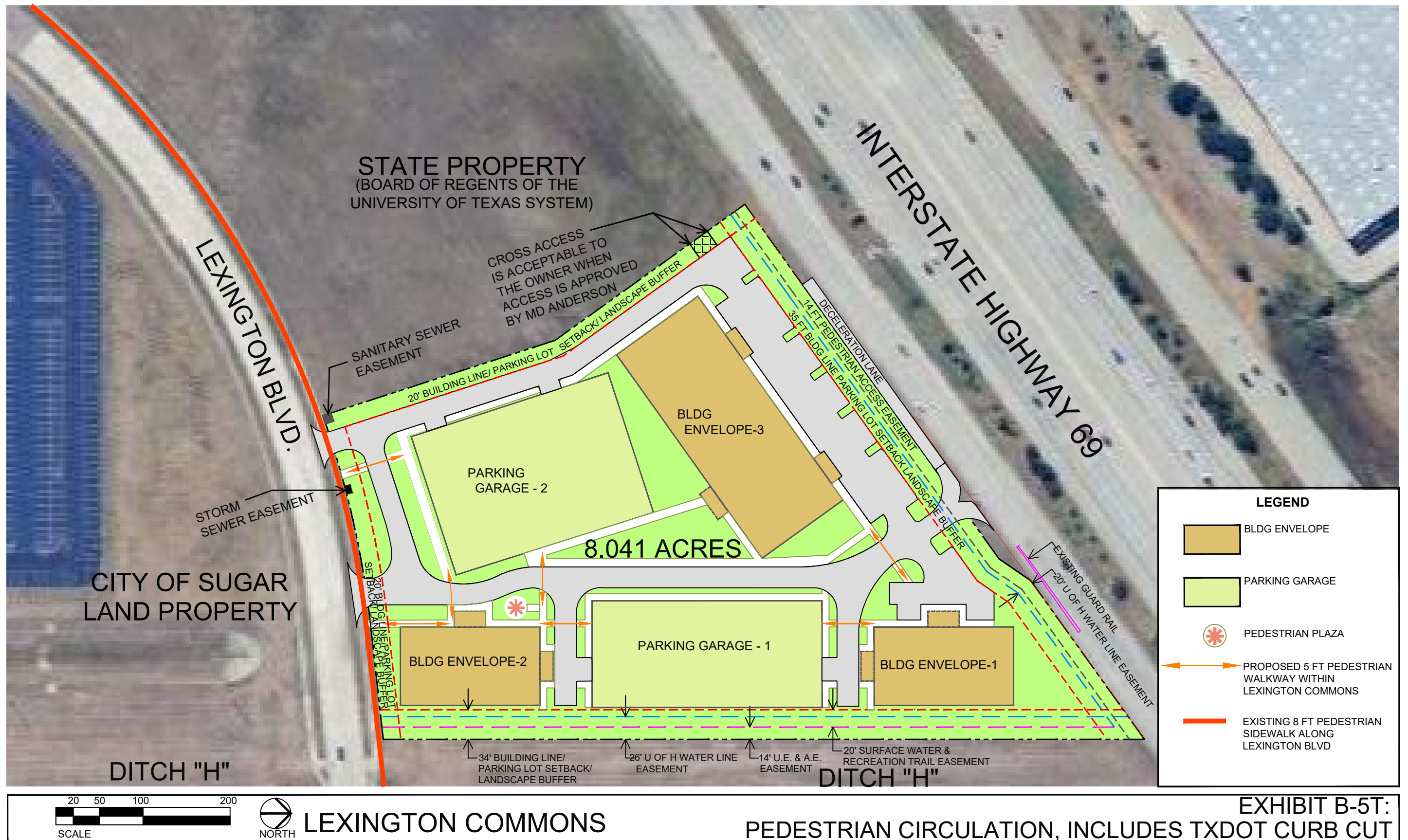




EXHIBIT B-7

Plant List for Lexington Commons

The following is a list of approved trees and shrubs. Alternative plants not specified in this list may be approved by the Director if determined that an alternative is substantially equal to or better than a specified material and the use will not violate any provision of the PD:

Shade Trees:

Bald Cypress – *Taxodium distichum*
Bosque Elm – *Ulmus parvifolia* ‘Bosque’
Bur Oak – *Quercus macrocarpa*
Cedar Elm – *Ulmus crassifolia*
Drake Elm – *Ulmus parvifolia* ‘Drake’
Live Oak – *Quercus virginiana*
Shumard Oak – *Quercus shumardii*
Magnolia – *Magnolia* sp.
Monterrey Oak – *Quercus polymorpha*
Pecan – *Carya illinoensis*
Sweetgum – *Liquidambar styraciflua*
Water Oak – *Quercus nigra*

Small & Ornamental Trees:

American Holly – *Ilex opaca*
Bradford Pear – *Pyrus calleryana* ‘Bradford’
Crape Myrtle – *Lagerstroemia* sp.
Redbud – *Cercis canadensis*
Yaupon Holly – *Ilex vomitoria*
Evergreen Chinese Elm – *Ulmus parvifolia*

Evergreen Shrubs for Screening and Buffering:

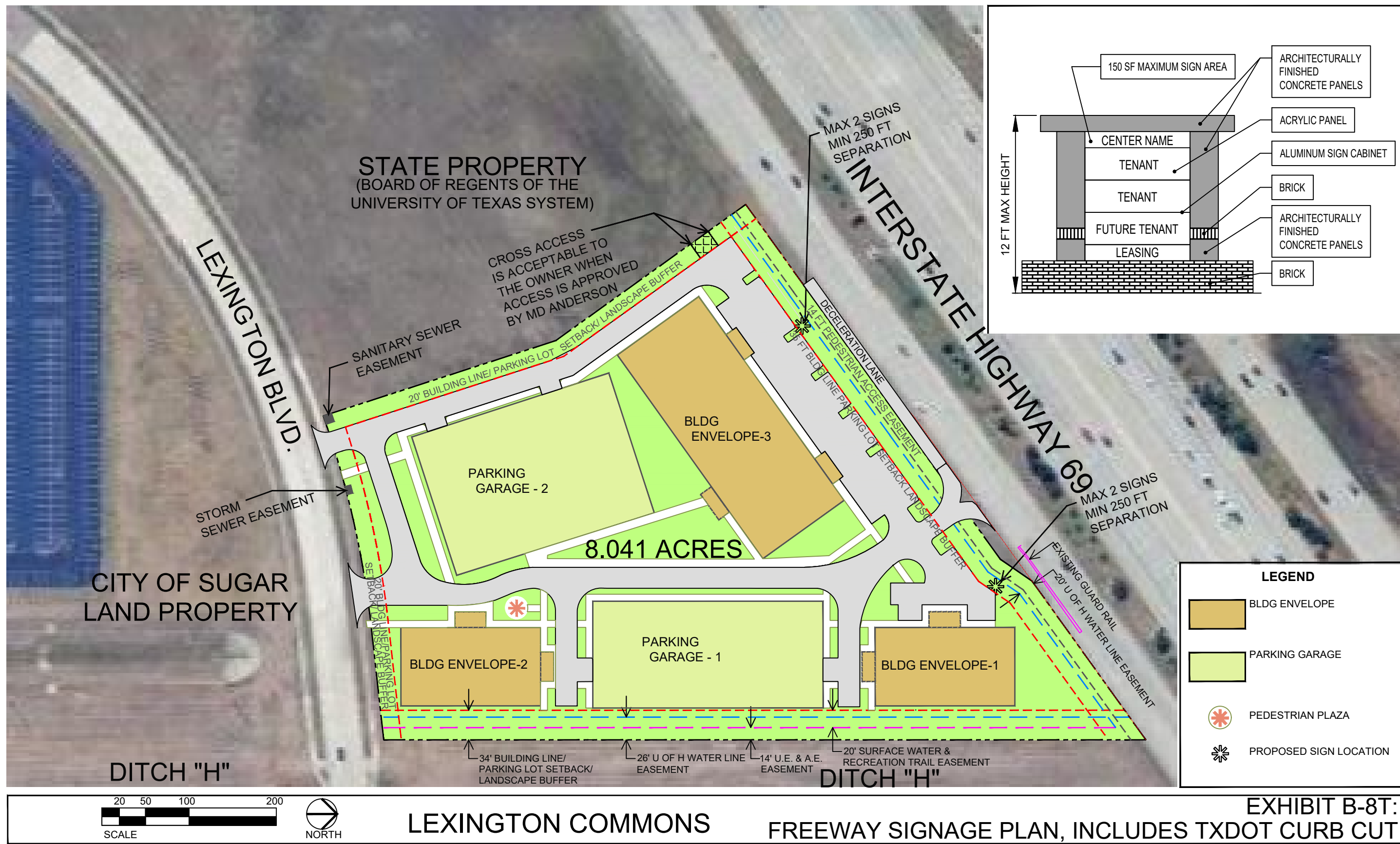
Burford Holly – *Ilex cornuta* ‘Bufordii’
Fraser’s Photinia – *Photinia Fraseri*
Oleander – *Nerium oleander* sp.
Yaupon Holly – *Ilex vomitoria*
Southern Wax Myrtle – *Myrica cerifera*
Indian Hawthorn – *Raphiolepis indica*

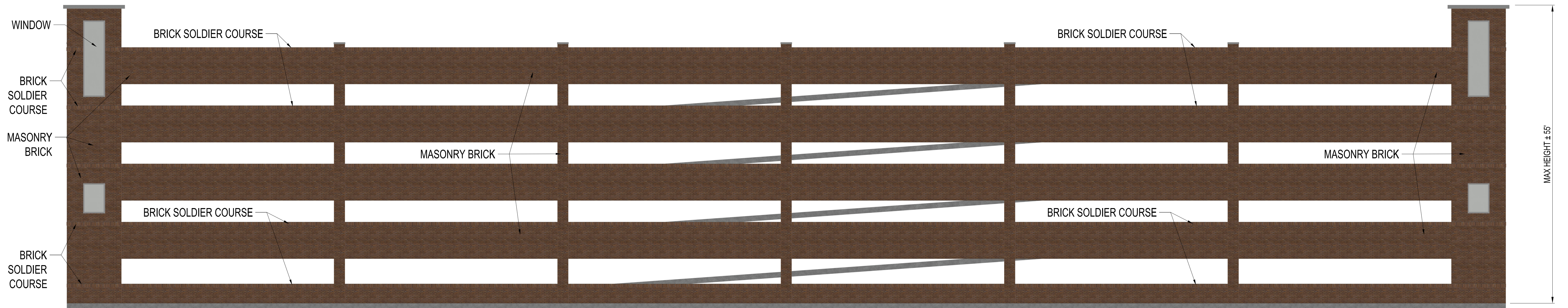
Shrubs for Mass Plantings:

Azalea – *Rhododendron* sp.
Abelia – *Abelia x grandiflora*
Barberry – *Berberis thunbergii* ‘atropurpurea’
Butterfly Iris – *Diets grandiflora*
Dwarf Wax Myrtle – *Myrica cerifera* var. *pumila*
Dwarf Pittosporum – *Pittosporum tobira wheeleri*
Fatsia – *Fatsia japonica*
Fringe Flower – *Loropetalum chinense*
Hollies – *Hollies* sp.

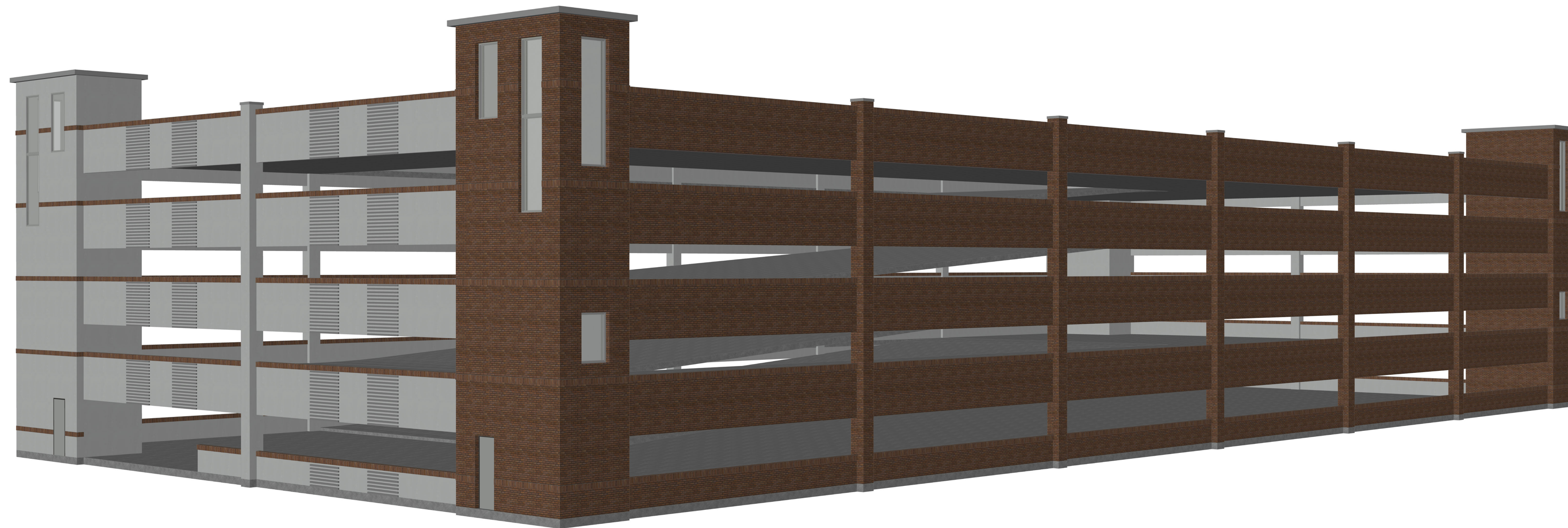
Shrubs for Mass Plantings continued:

Indian Hawthorne – *Raphiolepis indica*
Muhly Grass – *Muhlenbergia* sp. Nandina – *Nandina* sp.
Nandina – *Nandina* sp.
Pigmy Date Palm – *Phoenix roebelenii*
Pindo Palm – *Butia capitata*
Rosemary – *Rosmarinus officinalis*
Sago Palm – *Cycas revoluta*
Variegated Pittosporum – *Pittosporum tobira variegata*





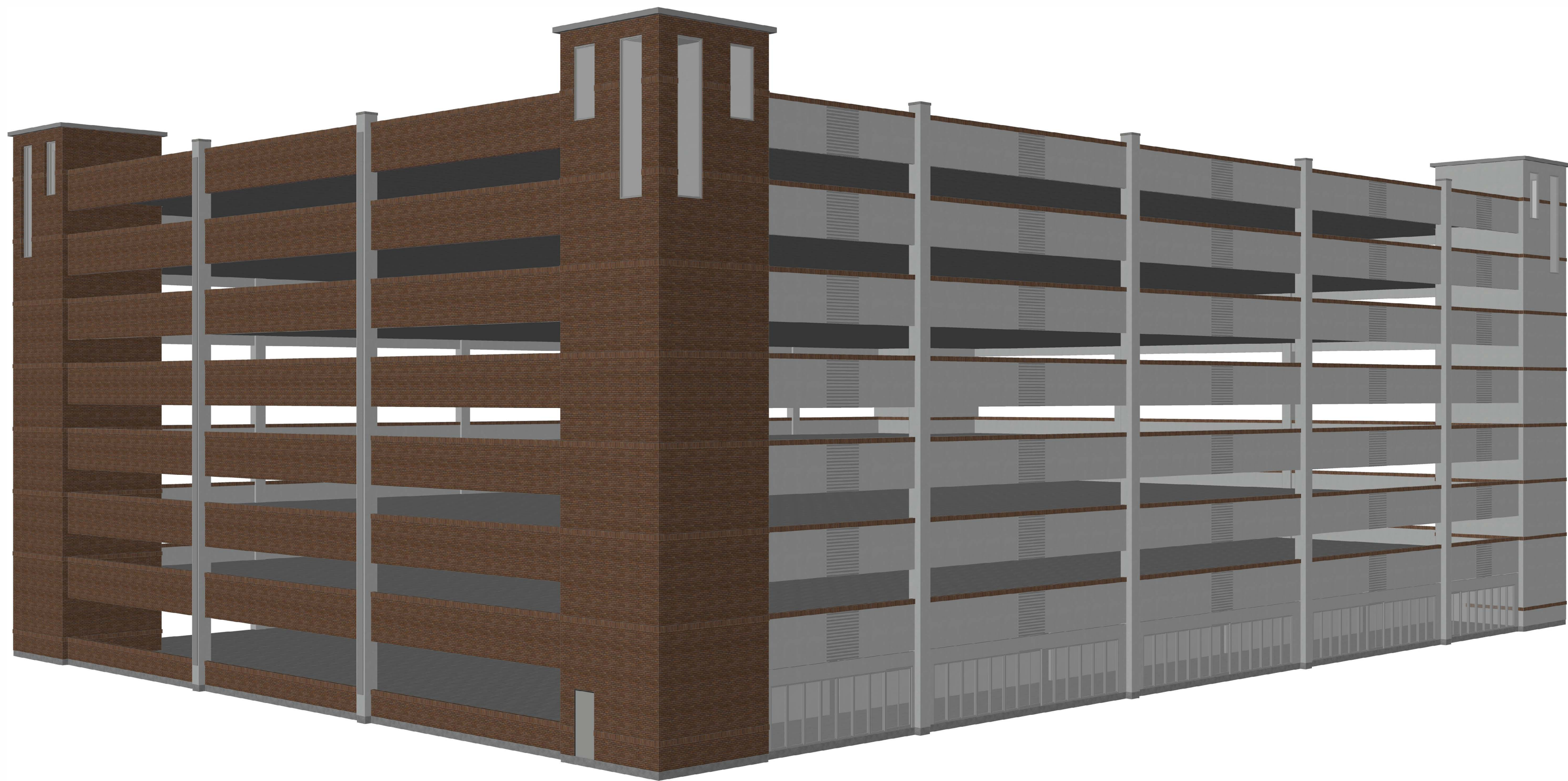
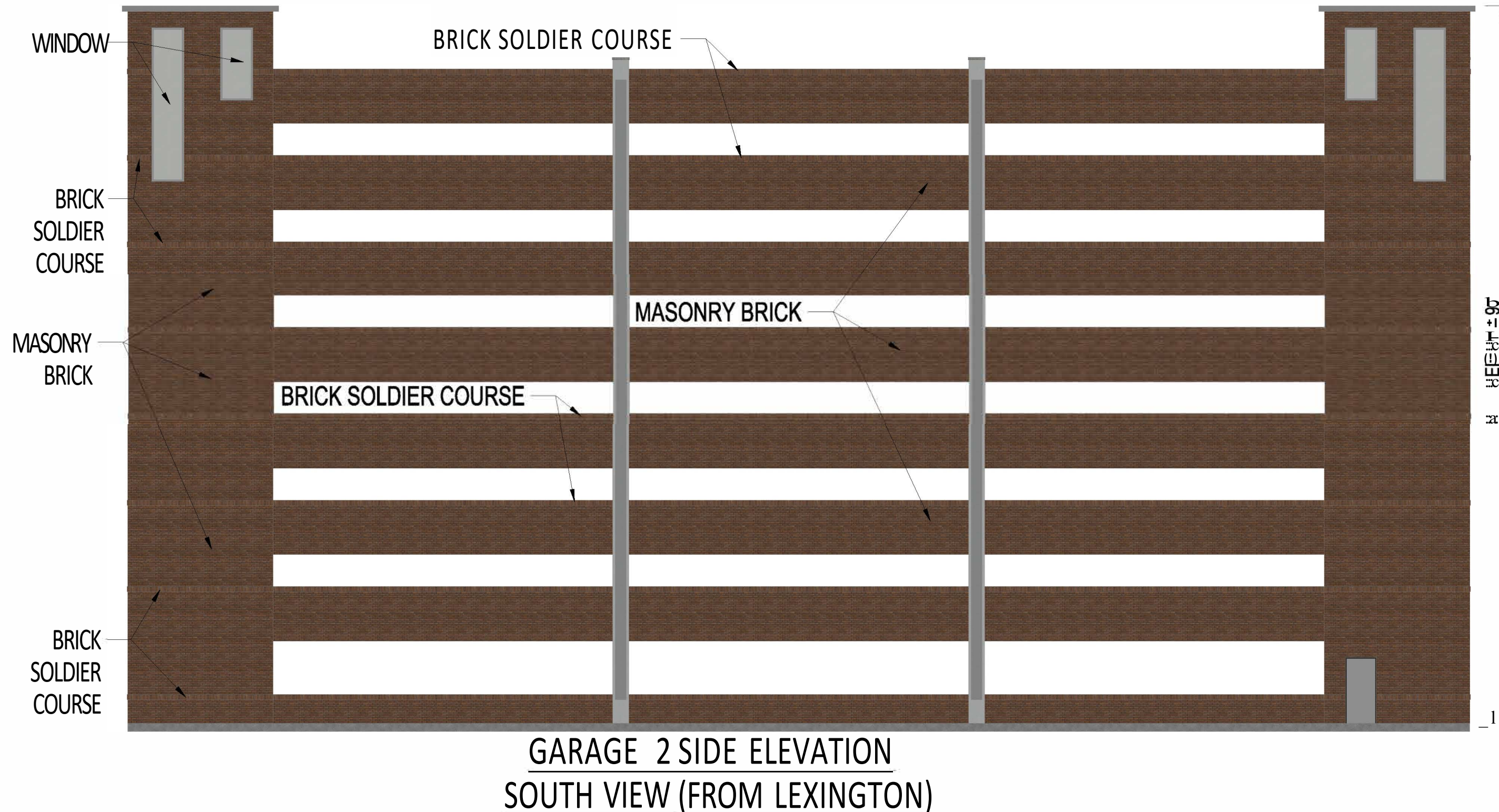
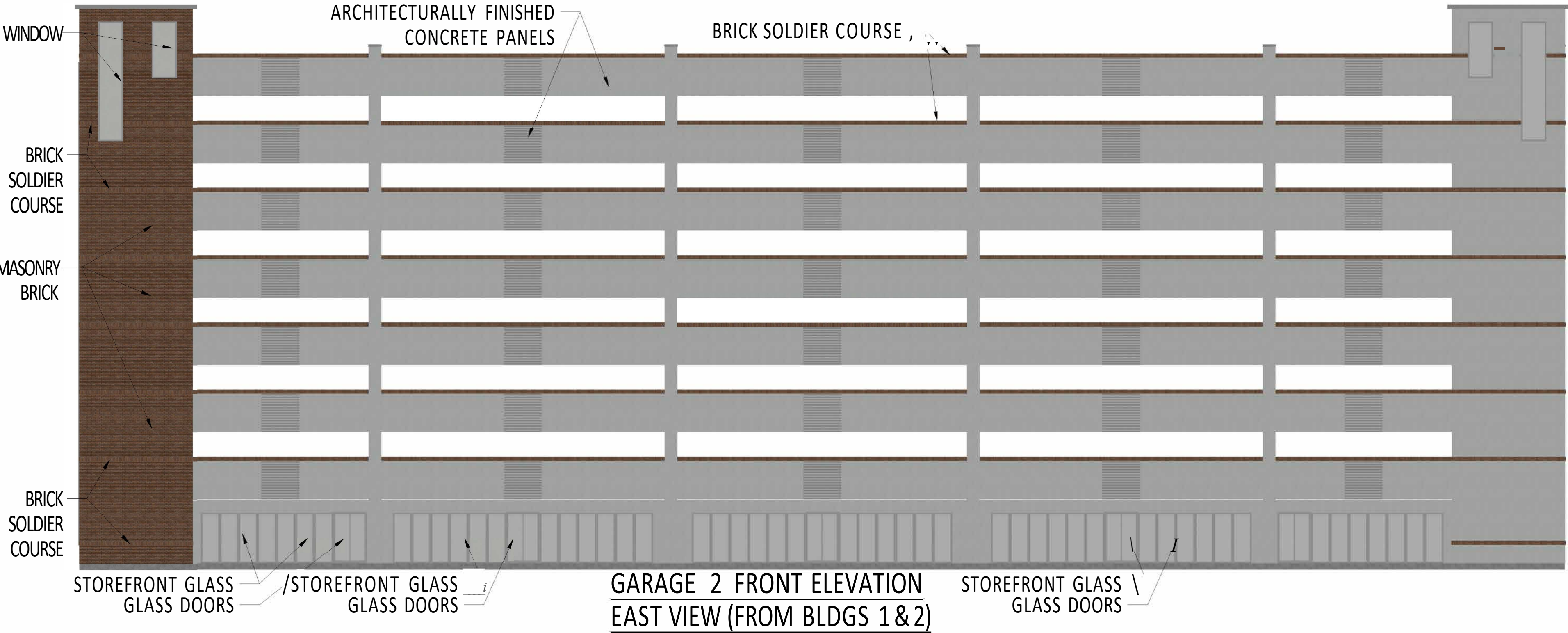
GAEAGE 1 REAR ELEVATION - EAST VIEW (VIEW FROM DITCH 'H')



GARAGE 1 - SOUTHEAST ISOMETRIC ELEV.

NOTE:
ALL BRICK, STONE, AND PRE-CAST CONCRETE ARE CONSISTANT WITH MATERIALS USED THROUGHT TELFAIR.

NOTE: ELEVATIONS ARE ILLUSTRATIVE ONLY FOR THE PURPOSE OF ZONING FOR THE CITY OF SUGAR LAND, TX.



GARAGE 2 SOUTHEAST ISOMETRIC ELEVATION

NOTE: OPTIONAL RETAIL ON THE 1ST STORY OF THE BUILDING SHALL CONSIST OF BRICK FACADES WITH GLASS OPENINGS. STOREFRONT WINDOWS NOT TO EXCEED 4 FT WIDE AT THE TOP.

ALL BRICK, STONE, AND PRE-CAST CONCRETE ARE CONSISTANT WITH MATERIALS USED THROUGHT TELFAIR.

NOTE: ELEVATIONS ARE ILLUSTRATIVE ONLY FOR THE PURPOSE OF ZONING FOR THE CITY OF SUGAR LAND, TX.



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.B.

AGENDA OF: City Council Meeting

INITIATED BY: *Meredith Riede, City Attorney / Executive Director*

PRESENTED BY: *Meredith Riede, City Attorney / Executive Director*

RESPONSIBLE DEPARTMENT: Legal

AGENDA CAPTION:

SECOND CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2372:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2, ARTICLE IV OF THE CODE OF ORDINANCES BY ADOPTING A REVISED CODE OF ETHICAL CONDUCT.

RECOMMENDED ACTION:

Approve Ordinance 2372 on Second Reading.

EXECUTIVE SUMMARY:

In accordance with section 2-74 of the City's Code of Ordinances, City Council appointed the Independent Ethics Review Board as the Independent Ethics Task Force and charged them with conducting the required 5 year comprehensive review of the Code of Ethics.

To accomplish this charge, the Independent Ethics Task Force conducted 11 meetings, all of which were open to the public. Upon completing their review, on March 4, 2025, the Independent Ethics Task Force (through their attorney) presented their proposed changes to City Council. After a brief discussion regarding the proposed revisions, City Council directed staff to bring the revisions to City Council for action.

A First Reading of Ordinance No. 2372 for the revised Code of Ethical Conduct was held during the April 1, 2025, City Council meeting, and incorporated the changes discussed at the City Council Workshop on March 4, 2025.

These changes include four substantial changes and eight minor revisions.

The substantial changes are:

- (1) Addition of provision prohibiting ex parte communication
- (2) Addition of provision prohibiting retaliation
- (3) Addition of provision allowing reconsideration of a complaint
- (4) Re-write of the Name Clearing process

The minor changes are:

- (1) Additional language in 2-72 - Ethical Values
- (2) Additional definition for de minimis
- (3) Additional language in 2-77 Conflict of Interest
- (4) Additional language in 2-78 Gifts
- (5) Additional language in 2-79 Abstention
- (6) Additional language in 2-85 Application to former officials
- (7) Additional language in 2-95 Campaign activity
- (8) Additional language 2-100 Independent Ethics Review board procedures

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:

ATTACHMENTS:

Description	Type
□ Revised Ethics Ordinance	Ordinances

ORDINANCE NO. 2372

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING CHAPTER 2, ARTICLE IV OF THE CODE OF ORDINANCES BY ADOPTING A REVISED CODE OF ETHICAL CONDUCT.

Whereas, section 2-74 of the Code of Ethical Conduct requires a comprehensive review of the Code of Ethical Conduct to occur every five years; and

Whereas, on December 5, 2023, the City Council appointed the Independent Ethics Review Board as the Independent Ethics Task Force; and

Whereas, the Independent Ethics Review Board in its capacity as the Independent Ethics Task Force conducted 11 meetings open to the public; and

Whereas, on March 4, 2025, the proposed revisions to the Code of Ethical Conduct were presented to City Council in a workshop; NOW THEREFORE;

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

Section 1. That Chapter 2, Article IV of the Code of Ordinances is revised to read as follows:

ARTICLE IV. CODE OF ETHICAL CONDUCT

DIVISION 1. STATEMENT OF PURPOSE AND PRINCIPLES

Sec. 2-71. General statement.

Officials act as fiduciaries entrusted with and responsible for the property and resources of the community and must make governmental decisions, recommendations, and policies free of coercive or other improper influence and must use their position in the best interests of the city rather than for personal interests, whether their own interests or those of their family, friends, or business associates.

It is important that officials understand the ethical conflicts they confront every day, appreciate their fiduciary obligations to city residents, and recognize the importance of preventing conflicts from occurring, disclosing conflicts when they arise, and withdrawing from any involvement in a matter where they have a conflict.

Public trust requires that acts which are contrary to the public interest be defined and prohibited; that there be an orderly procedure for raising and addressing ethical questions; that ethical behavior be encouraged; and that unethical behavior be discouraged and suitably disciplined through a process which is fundamentally fair.

Although this article is necessary to identify standards below which an official's conduct cannot fall without the risk of penalty, it is understood that a healthy ethical environment for the

provision of public service cannot be achieved or maintained by mere adherence to standards and that all officials should strive to achieve the highest possible level of ethical conduct.

Sec. 2-72. Ethical values.

It is the official policy of the city that:

- (a) Officials must be independent, impartial, and responsible to the residents of the city;
- (b) Officials must not have a financial interest, and must not engage in any business, transaction, or professional activity, or incur any obligation, that conflicts with the proper discharge of their duties for the city in the public interest;
- (c) Officials have the responsibility to conduct themselves in a professional and ethical manner and must embrace the principles of honesty, accountability, respect, and trust;
- (d) The principles of personal conduct and ethical behavior that should guide the behavior of officials include:
 - (1) A commitment to the public welfare;
 - (2) Respect for the value and dignity of all individuals;
 - (3) Accountability to the residents of the city;
 - (4) Truthfulness; and
 - (5) Fairness.
- (e) Under such principles of conduct and ethical behavior, officials should:
 - (1) Conduct themselves with integrity and in a manner that merits the trust and support of the public;
 - (2) Be responsible stewards of the taxpayers' resources; and
 - (3) Take no official actions that would result in personal benefit in conflict with the best interests of the city.
- (f) To implement the purpose and principles set out in this division, the city council has determined that it is advisable to enact a code of ethical conduct to govern officials. It is the purpose and intent of city council to ensure a fair opportunity for all of the city's citizens to participate in government, to adopt standards of disclosure and transparency in government, and to promote public trust in government.

Sec. 2-73. Purpose.

The purposes of this code of ethical conduct are:

- (a) To establish standards of ethical conduct for officials, candidates, and those who do business with the city;
- (b) To provide clear, consistent guidance with respect to such standards by clarifying which acts are allowed and which are not;
- (c) To promote public confidence in the integrity of our city's governance;

-
- (d) To provide for the consideration of potential ethical problems before they arise, to minimize unwarranted suspicion, and to enhance the accountability of our city's government to city residents; and
 - (e) To provide for the fair and effective administration and enforcement of this code of ethical conduct.

Sec. 2-74. Reserved.

DIVISION 2. CODE OF ETHICAL CONDUCT

Sec. 2-75. Definitions.

In this article:

Administrative board means a board that, by law, has final decision-making authority on matters within its jurisdiction.

Advisory board means a board that is charged with making recommendations to the city council on matters within its jurisdiction but has no final decision-making authority.

Customer or client means:

- (a) Any person or entity to which a person or entity has supplied goods or services during the previous 12 months, having, in the aggregate, a value greater than \$50,000; or
- (b) Any person or entity to which an official's outside employer or business has supplied goods or services during the previous 12 months, having, in the aggregate, a value greater than \$50,000.00 but only if the official knows or has reason to know the outside employer or business supplied the goods or services.

De minimis means any property or service the value of which (after taking into account the frequency of which such fringes are provided to the official) is so small that it lacks significance or importance to make accounting for it unreasonable or administratively burdensome.

Domestic partner means an adult, unrelated by blood, with which an unmarried or separated official has a committed relationship, maintains a mutual residence, and shares basic living expenses.

Financial benefit means any money, service, license, permit, contract, loan, travel, entertainment, hospitality, gratuity, or promise of any of these, or anything else of value to the official or an official's relative. The term does not include campaign contributions authorized by law.

Gift means any item, service, favor, or benefit received or given having more than de minimis value. The term includes lodging, transportation, entertainment, and food. The term does not include a financial benefit received or given on the same terms available to the general public or an election campaign contribution.

Interest in a contract means a relationship to a contract such that a direct or indirect financial or other material benefit has been, or will be received as a result of that contract. Indirect benefit includes a benefit to the official's relative or outside business or employer.

Official means a current or former member of city council, administrative board, advisory board, or candidate for city council.

Outside employer or business includes:

- (a) Any substantial business activity other than service to the city;
- (b) Any entity, other than the city, of which the official is a member, official, director, or employee, and from which the official receives compensation exceeding 10 percent of the official's gross income for the previous year; or
- (c) Any entity in which the official has an ownership interest of 10 percent or more of the voting stock or shares or more than \$15,000 of the fair market value.

Personal benefit includes benefits other than those that are directly financially advantageous. These include non-financial benefits such as enhanced reputation and success of one's career.

Personal interest means a relationship to something such that a personal benefit has been or will be obtained by taking certain action or inaction with respect to it.

Relative means a spouse, domestic partner, child, step-child, brother, sister, parent or step-parent, niece or nephew, aunt or uncle, or grandparent or grandchild of the official.

Sec. 2-76. Covered officials.

The code of ethical conduct contained in this article apply generally to all officials and in certain defined circumstances to candidates for city council and former officials. For the purposes of this code, the mayor and council members are deemed to have worked for every city department, board, and commission.

Sec. 2-77. Conflicts of interest.

- (a) An official must not use, or attempt to use, their official position or office, or take or fail to take any action, or influence, or attempt to influence, others to take or fail to take any action, in a manner which they know, or have reason to believe, may result in a personal or financial benefit, not shared with a substantial segment of the city's population, for any of the following persons or entities:
 - (1) The official;
 - (2) The official's relative, a member of their household, or the employer or business of the relative;
 - (3) A person with which the official has a financial or business relationship, including but not limited to:
 - a. An outside employer or business of the official, or the official's spouse or domestic partner, or someone who works for such outside employer or business; or
 - b. A client or substantial customer; or

- c. A substantial debtor or creditor of the official or the official's spouse or domestic partner.
- (4) A publicly traded company if the official or their spouse, parent, or child owns the stock or instruments of debt greater than 10 percent of the value of the company;
- (5) Real property if the official or their spouse, parent, or child holds an equitable or legal ownership with a fair market value of \$2,500 or more;
- (6) A nongovernmental civic group, social, charitable, or religious organization of which the official, or the official's spouse or domestic partner, is an officer or director;
- (7) A public or private business entity for which the official or their relative serves as a director, general partner, or officer, or in any other policy-making position except when so appointed to the position by the city; or
- (8) A person or entity from which the official has received an election campaign contribution of more than \$2,500 in the aggregate during the past election cycle (this amount includes contributions from a person's immediate family or business as well as contributions from an entity's owners, directors, or officers).
- (b) An official must file a conflict disclosure statement pursuant to V.T.C.A. Local Government Code ch. 176 with respect to a vendor if the vendor has an employment relationship with the official or a relative that results in the official or relative receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date the city enters into a contract with the vendor. Such conflicts disclosure statement must be filed with the city clerk no later than 5:00 p.m. on the seventh business day after the official becomes aware of the facts that require the filing of a statement.
- (c) It is a violation for an official to, within two years of entering city service, award a contract or participate in a matter benefiting a person or entity that formerly employed the official.

Sec. 2-78. Acceptance and disclosure of gifts.

- (a) An official must not solicit or accept any gift that is offered or given with the intent to influence the judgment or discretion of such official or that is given in consideration of the favorable exercise of the official's judgment or discretion in the past.
- (b) An official who receives gift(s) from a person or vendor that reasonably appear to exceed \$100 in aggregate value for the previous 12 months must file with the city clerk a conflict disclosure statement pursuant to V.T.C.A. Local Government Code ch. 176 containing the following information:
 - (1) The date the gift was received and who received it;
 - (2) A description of the gift;
 - (3) The fair market value of the gift;
 - (4) The name, address, and employer of the person who provided the gift;
 - (5) The name of any organization or individual represented by the person or on whose behalf the person was acting in providing the gift; and

- (6) A statement that the aggregate value of the gift(s) are believed to exceed the sum of \$100.
- (c) An official who receives gift(s) of food from a person or vendor that reasonably appear to exceed \$100 in aggregate value for the previous 12 months if received as a gift, or \$500 in individual value if received as a guest, must file with the city clerk a conflict disclosure statement pursuant to V.T.C.A. Local Government Code ch. 176 containing the following information:
 - (1) The date the gift was received and who received it;
 - (2) A description of the gift;
 - (3) The fair market value of the gift;
 - (4) The name, address, and employer of the person who provided the gift;
 - (5) The name of any organization or individual represented by the person or on whose behalf the person was acting in providing the gift;
 - (6) A statement that the aggregate value of the gift(s) is believed to exceed the sum of:
 - a. \$100 if received as a gift; or
 - b. \$500 if received as a guest.
- (d) A conflicts disclosure statement required by (a), (b), or (c) above, must be filed no later than 5:00 p.m. on the seventh business day after the date on which the official becomes aware of the facts that required the filing of the statement.
- (e) A conflicts disclosure statement required by (a), (b), or (c) above, is required to be filed by an official for gifts received by a relative pursuant to the requirements of V.T.C.A. Local Government Code ch. 176.
- (f) The requirements of (a) and (b), above, do not apply to a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the status of the recipient as an official.
- (g) This section does not apply to any gift that is required to be and is reported under any other state law, including a required election campaign filing.

Sec. 2-79. Abstention from participation.

- (a) An official must abstain from participation in, discussion of, and any vote on a matter before the city, if:
 - (1) Acting on the matter, or failing to act on the matter may personally or financially benefit the official or the official's relative;
 - (2) Within the 12 months preceding the date of the vote, the official has filed a conflict disclosure statement pursuant to V.T.C.A. Local Government Code ch. 176 relating to the matter to be discussed; or
 - (3) The official has received campaign contributions of more than \$2,500 in the aggregate during the past election cycle (this amount includes contributions from a person's

immediate family or business as well as contributions from an entity's owners, directors, or officers).

- (b) The official must leave the room while the matter is being discussed.
- (c) Abstention of an official will be recorded in the minutes or audio recording of the meeting of the respective board or council on which they serve.
- (d) Affidavits of conflict of interest must be filed with the city clerk before any vote on the matter and as soon as possible after the official becomes aware of the need to file the affidavit. An official need not make a disclosure pursuant to this section if, with respect to the same matter, they have already made such a disclosure.
- (e) An official whose outside employment or other outside activity or relationship can reasonably be expected to require more than sporadic abstention must resign or cease such outside employment or activity. If the ongoing conflict involves a relationship, the official must resign. An official should not begin employment or an activity or relationship that can reasonably be expected to require more than sporadic abstention. If a prospective official is in such a situation, they should not accept the position.

Sec. 2-80. Council member prohibited from doing business with the city.

- (a) Except as provided below, no council member may have a financial interest in any significant contract or transaction involving the sale or lease of goods, real estate, or services, or the lending of credit to the city.
- (b) For the purposes of this section, the ownership by a council member or their relative of the stock or instruments of debt of a publicly traded company does not give the council member a financial interest in any contracts or transactions that the company has with the city, provided that the value of the interest held is less than five percent of the value of the company.
- (c) For the purpose of this section, a contract or transaction is significant only if the total payments made by the city pursuant to the contract or transaction exceed \$1,000 in the aggregate.
- (d) This section does not apply to the city's acquisition by eminent domain proceedings of an interest in land owned by a council member.

Sec. 2-81. Representations.

- (a) An official must not represent any other person or entity before the city, nor in any matter not before the city, but against the interests of the city. However, it is acceptable for elected officials to represent constituents without compensation in matters of public advocacy, including but not limited to lawfully obtaining city services, licenses, or permits or in transacting other routine matters of public business with city departments or agencies, provided that no preferential treatment or consideration is requested by the elected city official on behalf of the constituent.
- (b) For a period of two years after the termination of their city service, an official must not, on behalf of any other person, for compensation, directly or indirectly, formally or informally, act as agent, attorney, lobbyist, or other sort of representative, to or before their former board, or commission. Acting indirectly includes action by a partner, associate, and other

professional employee of an entity in which the former official is a partner, associate, or professional employee, as well as acting by a member of the former official or employee's immediate family.

Sec. 2-82. Appearances.

An official must not appear before any board or commission, except on their own behalf. Any time an official appears before the meeting of city council or any city board or commission, or when they write a letter to the editor or any other form of publicly distributed communication regarding a topic within the scope of their official responsibility, they are required to clearly disclose at the beginning of the speech or writing whether they are appearing in an official capacity or as a private citizen. If the speech or writing is in response to criticism or other communication directed at or regarding their official role, the official must respond only in their official role.

Sec. 2-83. Misuse and disclosure of official information.

An official or former official shall not use or disclose confidential information gained by virtue of their position for any purpose other than the performance of their official responsibilities.

Sec. 2-84. Restrictions on political activity and political contributions.

An official or candidate must not knowingly request, or authorize anyone else to request, that any city employee participate, or not participate, in any political activity, including the making of a campaign contribution.

Sec. 2-85. Restrictions applicable to former officials.

- (a) A former official must not use or disclose confidential government information acquired during the official's service on the city council. An official is not prohibited from disclosing information if:
 - (1) The information is no longer confidential;
 - (2) The information involves reports of illegal or unethical conduct and is disclosed to a law enforcement agency;
 - (3) The disclosure is necessary to further public safety and is not otherwise prohibited by law; or
 - (4) Required to do so by law.
- (b) No former official of city council may have a financial interest in a significant contract with the city, within the meaning of section 2-80 of this article within two years following the expiration of the official's most recent term of office.

Sec. 2-86. Misuse of city property.

An official must not use, or permit others to use, any city funds, property, or personnel for profit or for personal convenience or benefit, except when available to the public generally, or to a class of residents, on the same terms and conditions.

Sec. 2-87. Ethics advisory opinions issued by the city attorney's office.

- (a) Any official may file a written request with the city attorney for an advisory opinion with respect to whether the contemplated action by that person would violate this code of ethical conduct.
- (b) Within seven business days of receipt of the request, the city attorney will issue a written advisory opinion. Opinions that address new issues and that are instructive on the application of the code of ethical conduct will be posted on the ethics webpage in a manner that does not reveal the identity of the individual requesting the opinion.
- (c) An official who reasonably and in good faith acts in accordance with a written advisory opinion issued by the city attorney may use the advisory opinion as a defense to prosecution, provided that:
 - (1) The official requested the issuance of the opinion;
 - (2) The request for an opinion fairly and accurately disclosed all relevant facts; and
 - (3) Less than five years elapsed between the date the opinion was issued and the date of the conduct in question.

Sec. 2-88. Education.

The city attorney's office will provide training and educational materials to officials on their ethical obligations under state law and this article. Such training must include at least one formal classroom session in each calendar year to remain in good standing. All officials must attend the formal training session offered by the city each calendar year. The city will also provide written materials on the subject to each official at the time of their election or appointment to office.

Secs. 2-89—2-93. Reserved.

DIVISION 3. PROCUREMENT

Sec. 2-94. Participation in procurement.

- (a) The procurement of goods and services must be accomplished in a manner that exhibits the highest level of ethical behavior so as to protect the integrity of the procurement process and ensure compliance with state and federal laws. To ensure transparency, impartiality, accountability, and professionalism, the following process is adopted for the procurements of goods or services exceeding \$50,000 and for the procurement of professional and consulting services:
 - (1) The city manager, or their designee, will acquire and evaluate bids and proposals in accordance with state and federal purchasing laws;
 - (2) The city manager, or their designee, will negotiate a contract with the most responsive and responsible bidder or proposer;
 - (3) Once the terms of the contract have been negotiated, the city manager, or their designee, will make a recommendation to city council; and

- (4) City council will vote to accept the bid and award the contract to the recommended bidder or proposer or reject all of the bids.
- (b) The city manager will maintain and enforce internal purchasing policies and procedures consistent with this section.
- (c) An official must not, other than as permitted by law, obtain, disclose, or discuss bid or proposal information or source selection information with prospective bidders, proposers, or contractors.

DIVISION 4. CAMPAIGN ACTIVITY

Sec. 2-95. Campaign activity.

- (a) The requirements set out in this section are inclusive of those in the Texas Election Code, and nothing in this section should be construed to limit obligations imposed by the Texas Election Code.
- (b) *Fair campaign practices act.* The city clerk will post a list of all candidates that have signed the Code of Fair Campaign Practices (V.T.C.A Election Code ch. 258) on the city's webpage.
- (c) *Campaign contributions.*
 - (1) An individual may not make a contribution in support of, or opposition to, a candidate for city office under a name other than the name by which the individual is identified for legal purposes.
 - (2) A contribution must be made in the name of the individual who owns and is contributing the thing of value, and the individual may not make a contribution on behalf of another individual.
 - (3) It is unlawful for any person who is an adverse party in any pending litigation against the city, or who has an ownership in any entity that is an adverse party to the city in any pending litigation to contribute or donate any funds to any candidate for city office if the litigation seeks recovery of an unspecified amount or of an amount in excess of \$25,000, exclusive of costs of court and attorneys' fees. Such restriction is not applicable to attorneys representing a person or entity in pending litigation against the city. It is the duty of any candidate to refuse to accept any contribution that may be offered by a person who is known to the candidate to have a litigation interest described in this section. If a candidate unknowingly accepts a contribution in contravention of the foregoing provision, then it is the duty of the candidate to return the contribution within 10 calendar days after the candidate becomes aware of the litigation.
- (d) *Required filings.*
 - (1) Each candidate must file with their application, consent, and affidavit of candidate, a written statement acknowledging receipt of a copy of this code of ethical conduct.
 - (2) A political committee which makes contributions or expenditures in connection with advocating or opposing a position or issue in a city election must file with the city clerk a copy of each contribution and expenditure report filed with the Texas Ethics Commission. The filing date for filing with the city clerk is the date established under the Texas Election Code for filing with the Texas Ethics Commission.

- (3) The starting and ending dates of reporting periods and the due dates of contribution and expenditure reports by candidates for city elections, officeholders, and by political committees is governed by the Texas Election Code.
- (4) Contribution and expenditure reports required to be filed with the city clerk's office under the Texas Election Code may be filed and updated electronically.
 - a. The city will post the contribution and expenditure reports on the city's website.
 - b. If an individual inadvertently files an incorrect or incomplete report, it is their responsibility to file an amended report as soon as possible, though no later than 14 calendar days after discovery of the error or after the error should have reasonably been discovered.

DIVISION 5. COMPLAINT PROCEDURES

Sec. 2-96. Time for filing complaints.

A complaint must be filed within one year of the date the violation is alleged to have occurred or one year after the complainant discovered the alleged violation. Complaints may be filed against officials who no longer hold office.

Sec. 2-97. Detailed written complaints required.

A complaint alleging a violation of this code of ethical conduct must be made in writing, signed by the complainant, sworn to before a notary public, and filed with the city clerk and contain the following information:

- (a) The name, mailing address, email address, and telephone number of the person making the complaint;
- (b) The name of, and office held by, the person against whom the complaint is directed;
- (c) The specific provision of this Code of Ethical Conduct that is alleged to have been violated;
- (d) For each violation alleged, a detailed description of the facts that are alleged to constitute the violation, including the date or dates on which the violation is alleged to have occurred;
- (e) The names, addresses, and telephone numbers of any witnesses to the violation(s); and
- (f) Copies or descriptions of any documentation to substantiate the alleged violation(s).

Sec. 2-98. Ex parte communications.

After a complaint has been filed and during the pendency of a complaint before the Independent Ethics Review Board, it shall be a violation of this Code:

- (a) For the complainant, the respondent, or any person acting on their behalf, to engage or attempt to engage directly or indirectly about the subject matter or merits of a complaint in ex parte communication with a member of the Independent Ethics Review Board or any known witness to the complaint; or

- (b) For a member of the Independent Ethics Review Board, to knowingly allow an ex parte communication about the subject matter or merits of a complaint, or to communicate about any issue of fact or law relating to the complaint directly or indirectly with any person other than a member of the Independent Ethics Review Board, the city clerk's office, the city attorney's office, or special counsel.

Sec. 2-99. Preliminary review of complaints.

- (a) The city clerk will provide copies of each complaint to the person or persons accused and to the city attorney, as soon as practicable.
- (b) Within seven business days of receiving the complaint from the city clerk, the city attorney will take one of the following actions:
 - (1) Dismiss the complaint if:
 - a. The deadline for filing a complaint has passed;
 - b. The accused is not subject to this article;
 - c. The conduct alleged is not regulated under this article; or
 - d. The complaint is not signed and sworn to by the person filing the complaint.
 - (2) Forward the complaint to the Independent Ethics Review Board with a report. The report will include a copy of any written opinion or opinions from the city attorney to the accused official that relate to the conduct at issue and whether, in the city attorney's opinion, the conduct was undertaken in good faith reliance on a written opinion that concluded the conduct was not in violation of this article. Where the city attorney concludes that the conduct was undertaken in good faith reliance on a written opinion, the city attorney will recommend that the Independent Ethics Review Board dismiss the complaint without a hearing.
- (c) The city attorney's recommendation that the Independent Ethics Review Board conduct further proceedings does not mean that any of the allegations of the complaint are true or false or that any current or former official or candidate for city council has violated or has not violated this article. The Independent Ethics Review Board will make that determination.

Sec. 2-100. Independent ethics review board procedures.

- (a) Within 10 business days after the Independent Ethics Review Board receives a report and recommendation from the city attorney, it will render a decision as to whether the complaint should be:
 - (1) Dismissed as frivolous;
 - (2) Dismissed because the subject conduct was undertaken in good faith reliance on a formal written opinion of the city attorney; or
 - (3) Investigated.
- (b) When deciding if a complaint should be dismissed as frivolous, the Independent Ethics Review Board will consider:

- (1) The nature and type of any publicity surrounding the filing of the sworn complaint and the degree of participation by the person filing the complaint in publicizing the fact that a sworn complaint was filed;
 - (2) The existence and nature of any relationship between the accused official and the person filing the complaint before the complaint was filed;
 - (3) Any evidence that the person filing the complaint knew or reasonably should have known that the allegations in the complaint were groundless;
 - (4) Any evidence of the person filing the complaint's motives in filing the complaint; and
 - (5) Any evidence that the information provided in the complaint is incomplete or unsubstantiated.
- (c) When the Independent Ethics Review Board determines that an investigation should be made, it will proceed with such investigation using such procedures as are appropriate considering the nature and circumstances of the particular complaint.
- (d) If the Independent Ethics Review Board determines that there is insufficient cause to proceed with the investigation or proceeding, it will dismiss the complaint and send notification of this dismissal to the complainant and the accused official, former official, or candidate. If it determines that there is sufficient cause to proceed, it will send notification of this finding to the complainant and accused official, former official, or candidate. In its letter of dismissal or notification of finding, which must be sent within five business days after the vote on sufficient cause, the Independent Ethics Review Board must set forth a brief summary of the facts and the reasons for dismissal.
- (e) The Independent Ethics Review Board may dismiss a complaint if it determines that the complainant refuses to cooperate in the investigation or refuses to provide requested information to the Independent Ethics Review Board.
- (f) The accused official, former official, or candidate may file with the Independent Ethics Review Board a response to the complaint within 10 business days after receipt of the Independent Ethics Review Board's decision to proceed.
- (g) At any time after a complaint has been filed, the Independent Ethics Review Board may seek and enter into a settlement agreement with the accused official, former official, or candidate against who the complaint was filed. The settlement agreement will include the nature of the complaint, findings of fact, conclusions of law, the Independent Ethics Review Board's reasons for entering into the agreement, an admission of violation by the accused official, former official, or candidate, and a waiver of the right to a hearing. It will also, where relevant, include a promise by the accused official, former official, or candidate not to do certain actions, the imposition of penalties permitted by this code of ethical conduct, remedial action to be taken, and oral or written statements to be made. If a settlement agreement is breached by the accused official, former official, or candidate, the Independent Ethics Review Board may rescind the agreement and reinstitute the proceeding.
- (h) The Independent Ethics Review Board may not sustain a complaint or impose sanctions on an accused official, former official, or candidate for city council without holding a public hearing on the complaint.

- (i) The Independent Ethics Review Board may go into executive session if permitted by state law, but any decision must be rendered during an open public meeting.
- (j) If the complaint is dismissed by the Independent Ethics Review Board because the evidence failed to establish a violation of this Code, the Independent Ethics Review Board shall not entertain any other similar complaint based on substantially the same evidence.

Sec. 2-101. Public hearing.

- (a) After a determination to proceed, the Independent Ethics Review Board will conduct public hearings to determine whether or not a violation of the code of ethical conduct has occurred.
- (b) The Independent Ethics Review Board will rely on evidence of which a reasonably prudent person commonly relies in the conduct of the person's affairs. The Independent Ethics Review Board will not consider hearsay unless it finds the nature of the information is reliable and useful. No person may be held to have violated the code of ethical conduct unless four members of the Independent Ethics Review Board so finds by a preponderance of the evidence.
- (c) The accused official, former official, or candidate has the right to attend the hearing, the right to make a statement, the right to present witnesses, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the official, former official, or candidate charged in the complaint may advise that person during the course of the hearing.
- (d) The complainant has the right to attend the hearing, the right to make a statement, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the complainant may advise the complainant during the course of the hearing. Witnesses may not be presented by the complainant, except with the permission of the Independent Ethics Review Board.
- (e) All witnesses will be sworn and all questioning of witnesses will be conducted by the members of the Independent Ethics Review Board. The Independent Ethics Review Board may establish time limits and other rules relating to the participation of any person in the hearing.

Sec. 2-102. Retaliation prohibited.

An official may not retaliate against an individual for reporting or participating in an investigation of a potential violation of this code of ethical conduct.

Sec. 2-103. Sanctions for violations of this article.

If the Independent Ethics Review Board determines that a violation has occurred, the Independent Ethics Review Board may impose the following sanctions and post notice on the City's webpage:

- (a) A letter of notification when the violation is clearly unintentional, or when the respondent's conduct complained of was made in reliance on a public written opinion of the city attorney. A letter of notification may advise the respondent of any steps to be taken to avoid future violations;
- (b) A letter of admonition when the violation is minor or may have been unintentional, but calls for a more substantial response than a letter of notification;

- (c) A reprimand when the violation has been committed intentionally or through disregard of this article. A reprimand directed to an official will also be sent to the city council;
- (d) A letter of censure when a serious or repeated violation of this article has been committed intentionally or through culpable disregard of this article by an elected official, former elected official, or candidate. A letter of censure directed to an elected official, former official, or candidate will be transmitted by the Independent Ethics Review Board to the city clerk, published by the city clerk in a local newspaper of general circulation, and sent by the Independent Ethics Review Board to the city council; or
- (e) Up to \$2,000 fine.
- (f) Appointed Officials. If the Independent Ethics Review Board determines that a serious or repeated violation of this article has been committed intentionally or through culpable disregard of this article by an appointed official, the Independent Ethics Review Board may recommend to city council the removal from office or suspension from office, including a recommendation for the length of a suspension. The final authority to carry out a recommendation regarding removal of an appointed official is the city council.
- (g) Elected Officials. If the Independent Ethics Review Board determines that a serious or repeated violation of this article has been committed intentionally or through culpable disregard of this article by a current elected official, the Independent Ethics Review Board may recommend the recall of the elected official from office. A recommendation regarding the recall of an elected official will be sent to the local newspaper of general circulation. The final authority to carry out a recommendation regarding recall of an elected official rests with the citizens.

Sec. 2-104. Reconsideration.

If the Independent Ethics Review Board determines a violation of this Code has occurred and imposes sanctions, the person who received the sanctions may petition to the Independent Ethics Review Board to reconsider the matter only if there is newly discovered evidence which was not presented to the Independent Ethics Review Board during the original proceedings. The person who was sanctioned may request the reconsideration by providing written notice to the city clerk within 14 business days of the date the Independent Ethics Review Board's written notice regarding the sanctions. Upon granting reconsideration, the Independent Ethics Review Board will follow the procedures set forth in section 2-101 of this article and all relevant sections that follow. If the sanctioned party does not provide written notice to the city clerk on or before the expiration of the 14th business day following the date of the written notice of the sanctions, the decision of the Independent Ethics Review Board shall be final and no longer eligible for reconsideration.

Sec. 2-105. Name clearing proceedings.

Any official against whom public allegations of ethics violation(s) have been made and dismissed by the Independent Ethics Review Board, has the right to request a declaratory "name clearing" statement from the Independent Ethics Review Board be posted on the city's website stating that no violation of the Code was determined and the allegation(s) are dismissed.

Sec. 2-106. Penalty for filing false complaint or giving false testimony.

It is unlawful for a person to intentionally file a complaint under this article that the person knows contains false information or by making reasonable inquiry should know that it contains false information. It is unlawful for a person to intentionally give false testimony under oath in any hearing before the Independent Ethics Review Board held under this article. Any person found liable of violating this section will be fined not more than \$1,000 for each offense.

Sec. 2-107. Public records and open meetings.

Meetings and other proceedings of the Independent Ethics Review Board will be conducted in compliance with the Texas Open Meetings Act. Requests for records will be handled in compliance with the Texas Public Information Act.

Sec. 2-108. Other obligations.

This code of ethical conduct is inclusive of and supplemental to applicable state and federal laws and regulations including Texas and Federal whistleblower protections. Compliance with the provisions of this code of ethical conduct does not excuse or relieve any person from any obligation imposed by state or federal law regarding ethics, financial reporting, lobbying activities, or any other issue addressed herein.

Section 2. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance will not affect the validity of the remainder of the ordinance.

APPROVED ON _____, 2025

ADOPTED ON _____, 2025.

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Mendenhall, City Clerk



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.C.

AGENDA OF: City Council Meeting

INITIATED BY: *Jennifer Umali, PD Administrative Coordinator*

PRESENTED BY: *Jarred Thomas, Emergency Management Administrator*

RESPONSIBLE DEPARTMENT: Police

AGENDA CAPTION:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-22**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE ADOPTION OF THE 2024 FORT BEND COUNTY HAZARD MITIGATION ACTION PLAN UPDATE.

RECOMMENDED ACTION:

Approve Resolution 25-22 adopting the 2024 Fort Bend County Hazard Mitigation Action Plan Update.

EXECUTIVE SUMMARY:

A Hazard Mitigation Plan (Hazard Mitigation Plan) is a living document that communities use to reduce their vulnerability to hazards. It forms the foundation for a community's long-term strategy to reduce disaster losses and creates a framework for decision-making to reduce damages to lives, property, and the economy from future disasters. Examples of mitigation projects include upgrades to critical public facilities, updating ordinances and design standards, and infrastructure improvements. Ultimately, these actions reduce vulnerability, allowing communities to recover faster from disasters. The City of Sugar Land's adoption of the 2024 Fort Bend County Hazard Mitigation Action Plan Update demonstrates its commitment to hazard mitigation and achieving the goals outlined in the plan, building on its previous efforts to reduce disaster losses through the initial development of

the Hazard Mitigation Plan in 2015 and its update in 2021.

The City of Sugar Land, along with Fort Bend County and its jurisdictions, have prepared the 2024 Fort Bend County Hazard Mitigation Action Plan Update. FEMA requires the Hazard Mitigation Plan to be updated every five years. Updates to the Hazard Mitigation Plan allow the City & County to address changing hazard risks and growth patterns in the jurisdiction, as well as changes in management strategy. FEMA also requires an approved Plan as a prerequisite to the City of Sugar Land qualifying for mitigation project grant funding. The City of Sugar Land has utilized FEMA grant funding previously to improve City infrastructure for disaster preparation.

Fort Bend County and its participating jurisdictions have held six public meetings from 2022 to the present to discuss and establish the project organization, roles and responsibilities, goals and objectives, hazards of concern, and public involvement strategy. These meetings solicited input from key stakeholders, County and City staff, and other governmental and non-governmental entities with a vested interest in the outcome of the Plan Update.

The revised plan includes expanded planning partnerships, a comprehensive hazard analysis, and enhanced public involvement to strengthen the resilience of Fort Bend County and its jurisdictions in both pre- and post-disaster events, minimizing the impacts of natural hazards and reducing damage to private and public property.

The Emergency Management Departments recommend the City Council to approve Resolution 25-22 to adopt the 2024 Fort Bend County Hazard Mitigation Action Plan Update.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:

ATTACHMENTS:

Description	Type
□ Resolution No. 25-22	Resolutions

RESOLUTION NO. 25-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS
AUTHORIZING THE ADOPTION OF THE 2024 FORT BEND COUNTY HAZARD
MITIGATION ACTION PLAN UPDATE.**

WHEREAS, Fort Bend County and its jurisdictions have prepared a multi-hazard mitigation plan, known as the 2024 Fort Bend County Hazard Mitigation Action Plan Update (“Plan”), in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Fort Bend County and its jurisdictions, including the City of Sugar Land (“City”), from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Plan; NOW, THEREFORE:

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

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

Section 2. That the City Council adopts the 2024 Fort Bend County Hazard Mitigation Action Plan Update (“Plan”), attached as Exhibit A and incorporated into this Resolution by reference.

Section 3. That any references within the Plan to City of Sugar Land ordinances, regulations, or policies shall be interpreted to refer to their current versions, as amended.

Section 4. That while content relating to Fort Bend County and the City of Sugar Land may be revised to meet Plan approval requirements, such changes will not require re-adoption by the City; provided, however, that future updates to the Plan following the current approval period will require adoption by separate resolution.

APPROVED on _____, 2025

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Clerk

Attachment:

Exhibit A – 2024 Fort Bend County Hazard Mitigation Action Plan Update



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.D.

AGENDA OF: City Council Meeting

INITIATED BY: *Jing Xiao, Director of Finance*

PRESENTED BY: *Jing Xiao, Director of Finance*

RESPONSIBLE DEPARTMENT: Finance

AGENDA CAPTION:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-23**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING THE CITY OF SUGAR LAND INVESTMENT POLICY AND INVESTMENT STRATEGY IN ACCORDANCE WITH THE PUBLIC FUNDS INVESTMENT ACT.

RECOMMENDED ACTION:

Approve Resolution No. 25-23, adopting the City of Sugar Land Investment Policy and Investment Strategy in accordance with the Public Funds Investment Act.

EXECUTIVE SUMMARY:

The City's investments are governed by the Public Funds Investment Act (PFIA) under Chapter 2256 of the Texas Government Code. The act requires the governing body to review and adopt each year the investment policy and investment strategy for the funds or group of funds under its control. To meet PFIA requirements, the investment policy must:

1. Be written;
2. Primarily emphasize the safety of principal and liquidity;
3. Address investment diversification, yield, and maturity and the quality and capability of investment management; and

4. Include:

- A list of the types of authorized investments in which the City’s funds may be invested;
- The maximum allowable stated maturity of any individual investment owned by the City;
- The maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;
- Methods to monitor the market price of investments acquired;
- Methods to monitor rating changes in investments acquired

The City’s Investment Policy and Investment Strategy were most recently adopted in March 2024; there has been no identified need for policy and/or strategy change since then.

The PFIA requires that City Council adopt a Resolution stating that it has reviewed the Investment Policy (Exhibit A) and Investment Strategy (Exhibit B).

The Finance Audit Committee reviewed the Investment Policy and Investment Strategy at its April 7th 2025 meeting.

The Finance Department recommends the City Council approve Resolution No. 25-23, adopting the City of Sugar Land Investment Policy and Investment Strategy in accordance with the Public Funds Investment Act.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:

ATTACHMENTS:

Description	Type
□ Resolution No. 25-23	Resolutions
□ Exhibit A City of Sugar Land Investment Policy	Other Supporting Documents
□ Exhibit B City of Sugar Land Investment Strategy	Other Supporting Documents

RESOLUTION NO. 25-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING THE CITY OF SUGAR LAND INVESTMENT POLICY AND INVESTMENT STRATEGY IN ACCORDANCE WITH THE PUBLIC FUNDS INVESTMENT ACT.

WHEREAS, the Public Funds Investment Act (“Act”), Chapter 2256 of the Texas Government Code, requires the City to review and adopt an investment policy and investment strategy annually for its funds and funds under its control [section 2256.005(e)]; and

WHEREAS, section 2256.005(b) of the Act provides that the investment policies must:

- (1) be written;
- (2) primarily emphasize safety of principal and liquidity;
- (3) address investment diversification, yield, and maturity and the quality and capability of investment management; and
- (4) include:
 - (A) a list of the types of authorized investments in which the investing entity's funds may be invested;
 - (B) the maximum allowable stated maturity of any individual investment owned by the entity;
 - (C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;
 - (D) methods to monitor the market price of investments acquired with public funds;
 - (E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
 - (F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section 2256.021; and

WHEREAS, the Act requires the City Council to adopt, as part of its investment policy, a separate written investment strategy for each of the funds or group of funds under its control [2256.005(d)]; and

WHEREAS, the Act requires that the City Council adopt a written instrument by ordinance or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies [2256.005(e)]; NOW, THEREFORE,

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

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

Section 2. That it has reviewed the attached City of Sugar Land Investment Policy, as shown in Exhibit A and the attached City of Sugar Land Investment Strategy, as shown in Exhibit B.

Section 3. That the attached City of Sugar Land Investment Policy and City of Sugar Land Investment Strategy show no changes since adopted last year.

Section 4. That it adopts the attached City of Sugar Land Investment Policy, as shown in Exhibit A and City of Sugar Land Investment Strategy, as shown in Exhibit B.

Section 5. That the adopted Investment Policy and Investment Strategy apply to all funds under its control, including the funds of the Sugar Land Development Corporation and the Sugar Land 4B Corporation.

Section 6. That Resolution No. 24-15 and Resolution No. 24-16 are repealed.

Section 7. That City Council Policies 5000-22 and 5000-24 are repealed and replaced by this combined policy to be numbered as Policy 5000-25.

APPROVED on _____, 2025.

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

Attachment: Exhibit A – City of Sugar Land Investment Policy
 Exhibit B – City of Sugar Land Investment Strategy

Exhibit A
CITY OF SUGAR LAND
INVESTMENT POLICY

A. PURPOSE

To establish and provide specific policy and guidelines for the conduct of the investment program of the City of Sugar Land.

B. POLICY

It is the policy of the City of Sugar Land that all City funds will be invested in compliance with state statutes, City Charter and Ordinances, and all related Governmental Accounting Standards Board Statements, and related financial accounting standards.

C. DELEGATION OF AUTHORITY

The City of Sugar Land is required by the Public Funds Investment Act (Chapter 2256, Texas Government Code) to adopt by Resolution, a written investment policy regarding the investment of its funds and funds under its control.

Authority to manage the City of Sugar Land's investment program is derived by Resolution. Procedures include explicit delegation of authority to persons responsible for investment transactions. The Investment Program Manager is responsible for the management of the investment program. The Investment Officers are responsible for the daily operation of the investment function. A person may not deposit, withdraw, invest, transfer, or manage in any other manner funds of the City without written authority by City Council. All investments must be approved in writing by two Investment Officers. Authority granted to a person(s) to deposit, withdraw, invest, transfer, or manage the City's funds is effective until rescinded by City Council or until termination of the person's employment. The Investment Program Manager shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Controls shall include but may not be limited to an annual review of sampled transactions by an external auditor. The auditor will review internal control by monitoring compliance with policies and procedures.

D. SCOPE

The investment policy applies to all financial assets of the City of Sugar Land [as reported in the City of Sugar Land's Annual Comprehensive Financial Report] and includes the following funds:

- 1) General Fund
- 2) Special Revenue Funds
- 3) Capital Project Funds
- 4) Enterprise Funds
- 5) Trust and Agency Funds
- 6) Debt Service Funds, including Reserves and Sinking Funds
- 7) Internal Service Funds

8) Component Units, excluding those that have adopted a separate investment policy.

Current component units included under this policy:

- a. Sugar Land Development Corporation
- b. Sugar Land 4B Corporation
- c. Tax Increment Reinvestment Zone #1
- d. Tax Increment Reinvestment Zone #3
- e. Tax Increment Reinvestment Zone #4

9) Any other funds or component units as created by the City.

These funds, as well as funds that may be created from time to time, shall be administered in accordance with the provisions of this policy. All funds invested under this policy shall be considered as a pooled group for investment purposes.

Deferred compensation and the retirement system assets the City sets aside or holds for its employees are not subject to this policy.

E. PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- 1) the investment of all funds under the City's control over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- 2) whether the investment decision was consistent with the written investment policy of the city.

The Investment Program Manager and the Investment Officers are not personally liable for changes in the market.

F. OBJECTIVES

It is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal. The primary objectives, in priority order, of the City of Sugar Land's investment activities shall be:

Safety. Safety of principal is the foremost objective of the investment program. Investments for the City of Sugar Land shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio, investments are limited to the safest types of securities, and pre-qualification is required for broker/dealers, financial institutions, and advisors with which the City will do business.

Liquidity. The City of Sugar Land's investment portfolio will remain sufficiently liquid to enable the City of Sugar Land to meet all operating requirements, which might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with budgetary and economic cycles and forecasted cash flow requirements. A portion of the portfolio will be maintained in liquid short-term securities that can be converted to cash if necessary to meet disbursement requirements. Investment pools and no-load money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Return on Investment (Yield). The City of Sugar Land's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the City of Sugar Land's investment risk constraints and the cash flow characteristics of the portfolio. Return on Investment is of secondary importance compared to Safety and Liquidity objectives.

The City shall attempt to obtain an acceptable return provided that the requirements of safety and liquidity are first met. The yields of the three and six-month Treasury bill shall be the yield objectives or "benchmarks". The portfolio shall also be benchmarked against an agency note with approximately the same maturity as the weighted average maturity of the portfolio.

The City of Sugar Land shall strive to maintain the level of investment of all fund balances, reserves, and bond funds as close to 100% as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to produce optimum revenues, consistent with state statutes and local ordinances.

G. STRATEGY

The governing body shall adopt a separate written investment strategy for each of the funds or pooled group of funds under its control. The strategy shall be reviewed on an annual basis with formal action by the City Council stating that the strategy has been reviewed and recording any changes made.

H. ETHICS AND CONFLICT OF INTEREST

Officers, employees, and elected officials shall refrain from personal business activities that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Elected officials and investment officials who have a personal relationship with an entity seeking to sell an investment to the City and anyone who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that personal business interest to the Investment Program Manager and City Manager.

For purposes of this section, an investment officer or elected official has a personal business relationship with a business organization if:

- (1) the official owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

- (2) funds received by the official from the business organization exceed 10 percent of the official's gross income for the previous year; or
- (3) an investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

The statements must be filed with the Texas Ethics Commission and the City Council. For elected officials, this requirement is in addition to the Conflict Disclosure filings required under Local Government Code Chapter 176 and the City's Ethics Ordinance. Employees and officers shall subordinate their personal investment transactions to those of the City of Sugar Land, particularly regarding timing of purchases and sales.

I. INVESTMENT TRAINING

The Investment Officers shall take (a) 10 hours of training within twelve (12) months after taking office or assuming duties and (b) not less than eight (8) hours of training every (2) two years, relating to their investment responsibilities. The two-year training cycle begins on October 1st and ends two years later based on the City's fiscal year. Training must include education in investment controls, security risks, strategy risks, market risks, diversification, and compliance. The training must be provided by an independent source approved by the governing body or designated investment committee. For these purposes, courses or seminars offered by the Government Finance Officers Association, Government Finance Officers Association of Texas, Texas Municipal League, University of North Texas, Texas Association of Counties, North Texas Council of Governments – Training & Development Institute, the Government Treasurers Organization of Texas, Texas CLASS or the TexPool Academy will satisfy the training requirements. Training provided by organizations not listed here may be reviewed by the Investment Program Manager to determine if meets the requirements. Training may be done virtually or in-person. Documentation of training hours shall be reviewed annually by an external auditor.

J. QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

Investment Officers shall always be cognizant of the standard of care and the investment objectives as set forth in the Public Funds Investment Act and the City's investment policy. The City shall provide the required investment training in compliance with the Public Funds Investment Act to ensure the quality and capability of investment management. Staff will set the standard of training required, which may be over and above the eight (8) hours as required by the Public Funds Investment Act depending on the Investment Officer's experience.

K. SELECTION AND COMPLIANCE OF FINANCIAL INSTITUTION / BROKER/DEALERS INVESTMENT BROKER/DEALERS

Selection Process

The Investment Officers will maintain a list of financial institutions, primary brokers/dealers and local government investment pools authorized by the City Council to provide investment services to the City. Investment Officers shall not conduct business with any firm not approved by the City

Council. As required under 2256.025, this list shall be reviewed and approved annually by City Council.

The City will prepare a Request for Investment Services every three years. The City shall follow the RFQ process to solicit the broker qualifications. All financial institutions and broker/dealers who desire to become qualified bidders for investment services must submit the required documents to the City by the stated day and time. After a review of all qualified submissions, a list of selected brokers/dealers will be prepared by the Investment Officers and approved by City Council. The following will be required with the application: most recent audited financial statements, proof of FINRA certification, trading resolution, proof of state registration, completed broker/dealer questionnaire, a list of local government clients and statements of qualifications.

Criteria used in the selection of authorized broker/dealers will include but are not limited to material litigation against the firm, regulatory status of the dealer, completed packet, references from local government clients, background, and expertise in investment of public funds.

The top six qualified firms/banks shall be selected to appear on the City's approved broker/dealer list. If, after a firm is selected, they no longer qualify to appear on the City's approved dealer list, or provide services inconsistent with acceptable levels, the Investment Officers may recommend to City Council to remove the firm from the approved list and replace it with the next qualified candidate based on the latest RFQ evaluation. The City may also approve one firm or bank to manage brokered CD purchases in addition to firms appearing on the approved broker/dealer listing.

CERTIFICATES OF DEPOSIT

The City may purchase Certificates of Deposit from banks within the United States through a broker/dealer on the City's approved broker/dealer list who has an office located in the state of Texas. To avoid the additional collateral requirement, the amount invested in each CD will not exceed \$250,000 (FDIC insurance coverage) and to avoid the duplicate purchase of same CD, the City will utilize only one broker/dealer.

CERTIFICATION

A copy of the investment policy shall be presented to authorized investment pools annually. The qualified representative of the investment pool shall execute a written instrument stating to the effect that the qualified representative has:

- a. Received the investment policy,
- b. Acknowledged that the organization has implemented reasonable procedures and controls to preclude imprudent activities.

The Investment Officers may not deposit funds in an investment pool that has not signed a certification of receipt. The instrument must be signed annually by a qualified representative.

COMPETITIVE BIDDING REQUIREMENT

All purchases of investments will be placed after receiving competitive quotes from at least three financial institutions, broker/dealers, investment pools or any combination thereof. Quotes will be accepted either written or electronically, or a combination thereof. An exception to this rule may be made when time limitations preclude the bidding process such as rapidly changing market conditions, or if the security to be purchased is a “new issue” (offered in the primary market) with a future settlement date or brokered Certificates of Deposit. New issues should be compared to securities available in the secondary market of similar characteristics (maturity date, type, etc.). Funds may be invested in an authorized investment pool without receiving competitive bids to facilitate the investment of City funds.

The investment will be made with the broker/dealer offering the greatest return and quality to the City within the specified maturity window. If three bids/offers are solicited but three responses are not received within the time frame specified in the solicitation of the bid/offer, the Investment Officer may act based on the responses received if the solicitation of and failure to receive the bids/offers is documented. Other than Certificates of Deposit, evaluations of investments purchased must have the signature of at least two Investment Officers.

L. AUTHORIZED AND SUITABLE INVESTMENTS

The City of Sugar Land is empowered by state statute and City resolution to invest in the following types of securities and/or Public Fund Investment Pools:

Obligations of or guaranteed by Governmental Entities

- 1) Direct obligations of the United States or its agencies and instrumentalities.
- 2) Direct obligations of the State of Texas or its agencies and instrumentalities.
- 3) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities.
- 4) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated not less than A or its equivalent.
- 5) Interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor.
- 6) Interest-bearing banking deposits, other than those guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor, if:
 - a. the funds invested in the banking deposits are invested through:
 - i. a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Government Code Section 2256.025; or
 - ii. a depository institution with a main office or branch office in this state that the investing entity selects.
 - b. the broker or depository institution selected as described by Paragraph (5)(A) above arranges for the deposit of the funds in the banking deposits in one or more federally

insured depository institutions, regardless of where located, for the investing entity's account.

- c. the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
- d. the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:
 - i. the depository institution selected as described by Paragraph (5)(a) above.
 - ii. a state or national bank that:
 - 1. is designated by the comptroller as a state depository,
 - 2. has its main office or a branch office in this state; and
 - 3. has a capital stock and permanent surplus of \$5 million or more,
 - iii. the Texas Treasury Safekeeping Trust Company
 - iv. a Federal Reserve Bank or a branch of a Federal Reserve Bank
 - v. a federal home loan bank
 - vi. a financial institution authorized to exercise fiduciary powers that is designated by the comptroller as a custodian pursuant to Government Code Section 404.031(e)
 - vii. an entity described by Government Code Section 2257.041(d); or
 - viii. a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Certificates of Deposit

Authorized investment if the certificate of deposit is issued by a depository institution that has its main office or a branch office in this state, or purchased through a broker/dealer located in this state, and is:

- 1) Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor.
- 2) Secured by obligations that are described in Section L or Section O or secured in any other manner and amount provided by law for deposits of the city.

CDs purchased through a broker shall meet criteria for maturity and interest rates determined by the City's investment officers in advance of purchase. The City must appoint an entity or the broker/dealer as custodian with respect to the CD's issued for the account of the City. The custodian shall provide monthly reports of CD's owned by the City.

Repurchase Agreements

Repurchase agreements may only be made with a Master Repurchase Agreement in place between the City and the financial institution.

Authorized investments:

- 1) Must have a defined termination date.
- 2) Can be secured either by: obligations described in Obligations of, or guaranteed by, Governmental Entities, or cash held by a third party.

- 3) Must be pledged to the City, held in the City's name, and deposited at the time the investment is made with a third party approved by the City.
- 4) Must be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

Bankers' Acceptances

Bankers' Acceptances can be an authorized investment if they:

- 1) Have a stated maturity of 270 days or less from the date of issuance.
- 2) Can be liquidated in full at maturity.
- 3) Are eligible for collateral for borrowing from a Federal Reserve Bank.
- 4) Are accepted by a bank organized and existing under the laws of the United States if the short-term obligations of the bank are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

- 1) Is registered and regulated by the Securities and Exchange Commission.
- 2) Has a dollar-weighted average stated maturity of 90 days or fewer.
- 3) Includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

A no-load mutual fund is an authorized investment if the mutual fund:

- 1) Is registered with the Securities and Exchange Commission.
- 2) Has an average weighted maturity of less than two (2) years.
- 3) Is invested exclusively in obligations and investment pools as approved in the City's investment policy.
- 4) Is continually rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent.

The City will be provided with a prospectus and other information required by the Securities Exchange Act of 1934.

The City may not invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and debt service in no-load mutual funds.

The City may not invest any portion of bond proceeds, reserves or funds held for debt service in no-load mutual funds.

The City may not invest funds in an amount that would exceed 10% of the total assets of that mutual fund.

Investment Pools

The City may invest its funds and funds under its control through eligible investment pools if the governing body by ordinance or resolution authorizes participation in the pool. An investment

pool shall invest the funds it receives from entities in authorized investments permitted by Chapter 2256 of the Government Code. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool. The investment pool(s) must furnish a circular or disclosure document, which contains specific and detailed information. A listing of requirements is contained in Chapter 2256.016(b) of the Government Code. Investment pools must provide detailed monthly transaction and performance reports as outlined in Chapter 2256.016 (c) & (e).

A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005. The monthly statement for a pool that invests in money market mutual funds must include a statement on how the yield on the pool is calculated.

A public fund investment pool must be continuously rated no lower than AAA or AAAm or no lower than investment grade by at least one nationally recognized rating service and have a weighted average maturity no greater than 90 days.

Investment pools created under Chapter 791 and managed by a state agency or private investment manager shall establish an advisory board composed equally of participants in the pool and other persons who do not have a business relationship with the pool.

The City may invest funds in an investment pool that invests in Commercial Paper as part of its portfolio, if the commercial paper meets the requirements of Chapter 2256.013. This policy limits the percentage of the portfolio allowed to be invested with a pool comprised of commercial paper in its portfolio. (See Section Q- Diversification)

Investments with Required Ratings

Investments with minimum required ratings such as investment pools, no-load mutual funds, and bankers' acceptances do not qualify as authorized investments during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

If an investment receives a change in rating that makes it no longer acceptable under the City's investment policy or PFIA, the City shall liquidate the investment at the earliest opportunity and reinvest the funds in an acceptably rated alternative investment.

M. UNAUTHORIZED INVESTMENTS

The following types of investments are prohibited by this policy:

1. Collateralized mortgage obligations, including but not limited to principal only strips, interest only strips, mortgage obligations with a stated final maturity date of greater than 10 years, and obligations with an inverse floating interest rate.
2. Direct investment in Commercial Paper.
3. All swaps including but not limited to even-basis swaps, interest rate swaps.

4. Forwards and futures.
5. Options.
6. Foreign exchange.
7. Planned amortization classes (PAC).
8. Regular floaters tied to government securities.
9. Investments with various interest rate caps, floors, and collars.
10. Investment pools in which the City would own more than 10% of the market value of the pool.
11. Any other investments that are not on the authorized investments list.

N. ELECTRONIC FUNDS TRANSFER

The City may use electronic means to transfer or invest all funds collected or controlled by the City.

O. COLLATERALIZATION

Collateralization will be required on demand deposits, repurchase agreements and all accrued interest. To anticipate market changes and provide a level of security for all funds, the market value of collateral pledged must be at least 102% of the ledger balance of demand deposits and repurchase agreements, and all accrued interest net of FDIC insurance coverage. Pledged securities shall be marked-to-market at least monthly.

A written collateral agreement must be executed, approved by the Board of Directors, an official record since the agreement's inception, and executed contemporaneously with the acquisitions of the asset.

The City chooses to accept collateral based on the list of investments authorized under the Public Funds Investment Act. The right of collateral substitution is granted with the approval of the Investment Program Manager or Deputy Director of Finance. The Investment Program Manager or Deputy Director of Finance may approve and release pledged collateral.

The City shall request additional collateral in the event Investment Officers deem that deposits or investments are not sufficiently protected by the pledged collateral.

Collateral will always be held in the City's name by an independent third party with whom the City or bank has a current custodial agreement. Clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and will be retained in the office of the Investment Officer. City staff will monitor deposit balances daily, in accordance with the intradepartmental policy on collateral, and will request increases in collateral pledged if deposits are reasonably anticipated to exceed the current collateral pledged.

P. SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements, entered by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held in the name of the City by a third-party custodian designated by the City and evidenced by safekeeping receipts. Safekeeping receipts shall be maintained by the Investment Officers and shall be available for review upon request.

Q. DIVERSIFICATION

The City of Sugar Land will diversify its investments by security type, institution, and broker/dealer. Requests for bids/offers from broker/dealers shall rotate among approved broker/dealers to ensure that the same brokers are not solicited for every bid/offer request, and to ensure competition among broker/dealers.

Except for U.S. Treasury securities, no more than 75% of the City's total investment portfolio will be invested in a single security type. If the City elects to participate in more than one investment pool, the total percent invested in any one pool may not exceed 50% of the portfolio total, however multiple pools may be invested up to 90% of portfolio value if needed. Pools that invest in Commercial Paper may not exceed 25% of the portfolio value.

Diversification requirements are as follows:

<u>Investment Type</u>	<u>Maximum Investment %</u>
Repurchase Agreements	50% of portfolio
Certificates of Deposit	50% of portfolio
U.S. Treasury Bills/Notes	100% of portfolio
Other U.S. Government Securities	75% of portfolio
Authorized Investment Pools (governmental funds)	Max 50% in one pool, 90% of portfolio all pools
Authorized Investment Pools with Commercial Paper	25% of portfolio
Flexible Repurchase Agreements	50% of portfolio
Bankers' Acceptances	25% of portfolio
No Load Money Market Mutual Funds	50% of portfolio
No Load Mutual Funds	See authorized Investments, Mutual Funds

R. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years or 1,095 days from date of purchase. The settlement date is considered the date of purchase. However, the City may collateralize its certificates of deposits and repurchase agreements using longer-dated investments not to exceed thirty (30) years.

The maximum weighted average maturity allowed, based on the stated maturity date for the portfolio, is 548 days or 18 months.

S. INTERNAL CONTROL AND ANNUAL AUDIT

The Investment Program Manager or designee shall establish a system of internal controls. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, or imprudent actions by employees of Investment Officers of the City.

Controls and managerial emphasis deemed most important include the following:

Imperative Controls:

- A. Safekeeping receipts records management
- B. Documentation of investment bidding
- C. Written confirmations
- D. Reconciliation and comparisons of security receipts with investment and bank records
- E. Compliance with investment policies
- F. Accurate and timely reporting
- G. Adequate training and development of Investment Officers

Controls Where Practical:

- A. Control of collusion
- B. Segregation of duties
- C. Clear delegation of authority
- D. Staying informed about market conditions, changes and trends that require adjustments in investment strategies.

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's established investment policies. This annual audit will be performed by an external auditor and will include a formal review of the quarterly reports.

T. PERFORMANCE STANDARDS

The investment portfolio will be designed to obtain a market rate of return during budgetary and economic cycles, considering the City of Sugar Land's investment risk constraints and cash flow needs.

Market Yield Benchmark

The basis used to determine whether market yields are being achieved shall be the 3-month U.S. Treasury Bill. The portfolio will also be tracked against the 6-month U.S. Treasury Bill, as well as an agency note with maturity approximately equal to the weighted average maturity of the portfolio for that month. In a changing interest rate environment, the change in portfolio yield shall be monitored against the change in benchmark yield and stated as a basis point increase or decrease from the prior reporting period.

U. ARBITRAGE

The Tax Reform Act of 1986 issued regulations related to the City's investing of tax-exempt bond proceeds and debt service income. Arbitrage rebate provisions require that the City compute earnings on investments from each issue of bonds on an annual basis to determine if a rebate to the IRS is required. To determine the City's arbitrage position, the City is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the City. The rebate provision states that periodically (not less than once every five years, and not later than sixty days after maturity of the bonds), the City is required to pay the IRS a rebate of any excess earnings (positive arbitrage). The regulations require extreme

precision in the monitoring and recording facets of investments, and particularly as it relates to yields and computations to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issuance, or subject the City to severe penalties.

The City's investment position as it relates to arbitrage regulations is as follows: Investments of bond proceeds will be made with safety of principal and liquidity in mind, but with a competitive rate of return. When project timing and cash flows allow, bond proceeds may be invested in authorized investments. It is preferable to purchase investments solely with individual bond proceeds, and not commingle with operating funds or multiple issues; however, it is recognized that this is not always feasible. It is preferable to commingle funds from multiple issues or other capital projects funds before commingling with operating funds. Investments of bond funds should match maturities with project cash flows as closely as possible. All investments purchased with bond funds shall be documented clearly and reported to the City's arbitrage consultant for tracking and review. Arbitrage rebate calculations will be performed annually on all debt issues and funds set aside annually for any positive arbitrage. Arbitrage rebate payment will be remitted to the IRS, as necessary.

V. REPORTING

The City Manager and the City Council will receive a monthly report listing the investments, collateralization, and interest earnings prepared jointly and signed by all Investment Officers. The reports will be prepared in compliance with generally accepted accounting principles and include fully accrued interest in the aggregate for the reporting period.

The reports shall provide the following:

- 1) Investments by fund and in total.
- 2) Investment by maturity date.
- 3) Collateral amounts.
- 4) Beginning Book and Market Value in Summary and by Investment.
- 5) Additions/Changes to the Market Value in Summary.
- 6) Ending Book and Market Value in Summary and by Investment:
 - Where Book Value = Purchase Value
 - Purchase Value = Par Value x Purchase Price
 - Where Market Value = Par Value x Market Price
 - Market Value will be reported as of the last business day of the period and be obtained from the City's custodian bank.
- 7) Beginning and Ending Accrued Interest.
- 8) Coupon/Discount and Earnings Rate.
- 9) Percentage of the portfolio represented by each investment category.
- 10) Weighted average yield (WAY) to maturity of portfolio as compared to benchmark.
- 11) Change in WAY of portfolio vs change in benchmark yield.
- 12) Statement of compliance with the investment policy, strategy, and Public Funds Investment Act.
- 13) Signature of Investment Officers (physical or electronic).

Year-End General Ledger Adjustments

To ensure compliance with Government Accounting Standards Board Statements #31 and #72, the City shall use the market values of the investments from the City's custodian bank, and if necessary, adjust the market values of the investments in the General Ledger as part of the year-end process.

W. INVESTMENT POLICY

The City of Sugar Land's investment policy shall be adopted by resolution by the City Council. The policy shall be reviewed annually by the Investment Program Manager, City Manager, Council Finance/Audit Committee and City Council. Any modifications made to the policy must be approved by the City Council and documented by formal action. The policy shall be adopted annually by resolution with tracked changes in the policy to document revisions.

Exhibit B

INVESTMENT STRATEGY

The City of Sugar Land shall adopt by resolution a separate written investment strategy for each of the funds under its control. For Investment purposes, the City shall use a "Pooled Fund Group" which means that all funds under the City's control shall be treated as one fund.

INVESTMENT STRATEGY

I. Suitability

Investments are to be purchased based on the financial requirements of the City. The City of Sugar Land shall strive to maintain the level of investment of all fund balances, reserves, and bond funds as close as possible to 100%. Any investment eligible in the Investment Policy is suitable for all City funds, including component units.

II. Safety of Principal

Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. All investments shall be of high quality with no perceived default risk. It is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal.

III. Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with budgetary and economic cycles and forecasted cash flow requirements. A portion of the portfolio will be maintained in liquid short-term securities that can be converted to cash if necessary to meet disbursement requirements. Investment pools and money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

IV. Marketability

The City shall invest in securities that, if the need arises, can be liquidated before maturity. Investments will never be prematurely sold at less than book value plus accrued interest, without approval of the Investment Program Manager.

V. Diversification

The City will diversify its investments by security type, broker/dealer, and institution. Except for U.S. Treasury securities (up to 100%) and Investment Pools (which may aggregate to 90%), no more than 75% of the City's total investment portfolio will be invested in a single security type or 50% in a single investment pool, with 25% limit for investment pools that contain commercial paper. (See Diversification in Investment Policy)

VI. Yield

The investment portfolio shall obtain a competitive rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. The City shall attempt to obtain an acceptable return provided that the requirements of safety and liquidity are first met. . The basis used to determine whether market yields are being achieved shall be the 3-month U.S. Treasury Bill. The portfolio will also be tracked against the 6-month U.S. Treasury Bill, as well as an agency note with maturity approximately equal to the weighted average maturity of the portfolio for that month.



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.E.

AGENDA OF: City Council Meeting

INITIATED BY:

Jason Vaughn, Traffic Engineering Manager

PRESENTED BY:

Jason Vaughn, Traffic Engineering Manager

RESPONSIBLE DEPARTMENT: Engineering

AGENDA CAPTION:

Consideration of and action on authorization of a Contract with HJ Consulting, Inc., in the amount of \$124,650.00, for design services for the US90A Eastbound Right Turn Lane at Commerce Green Project, CIP CTR2503.

RECOMMENDED ACTION:

Authorize execution of a design contract with HJ Consulting, Inc for the US 90A Eastbound Right Turn Lane at Commerce Green Project, CIP CTR 2503, in the amount of \$124,650.00.

EXECUTIVE SUMMARY:

The Public Works Traffic Operations Division noted in 2024; that the eastbound US 90A right turn volumes at the Commerce Green traffic signal were at high levels and caused traffic backup for the through lanes. The eastbound approach to US 90A and Commerce Green consists of one left turn lane and four through lanes. The outside lane has shared through and right turn movements. During the AM peak travel period, the high amount of through and right turn volumes causes traffic backup in the eastbound direction, which affects the signal coordination along the US 90A corridor.

The US 90A and Commerce Green intersection manages about 68,600 vehicle per day. During weekday AM peak travel, the eastbound US 90A direction has about 3,400 vehicles per hour, and the right turn movement is about 370 vehicles per hour. This right turn volume exceeds the TxDOT Access Management Manual threshold for installing a separate deceleration lane. Traffic Engineering staff reviewed crash history since January 1, 2023, but there were no accidents related to the eastbound right turn movement.

The Engineering Department recommends HJ Consulting, Inc to complete the right turn lane design phase (based on the consultant’s qualification submittal from the Engineering Department Qualifications Library – Policy PU-109). The project will also require a Local On-System Agreement (LOSA) submittal to TxDOT for conducting work within state rights-of-way. Engineering staff and the consultant will coordinate with TxDOT on completing the LOSA process. The consultant proposal includes right-of-way acquisition and drainage analyses with the design project as optional additional services.

The Engineering Department recommends that the City Council authorize execution of a design contract with HJ Consulting, Inc for the CIP CTR 2503: US 90A Eastbound Right Turn Lane at Commerce Green project in the amount not to exceed \$124,650.00.

BUDGET

EXPENDITURE REQUIRED: 124,650.00

CURRENT BUDGET: 425,000.00

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:2024 GO Bond

ATTACHMENTS:	
Description	Type
▣ Signed First Page	Contracts

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

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

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

CITY OF SUGAR LAND

ENGINEER:

By:

By:

Date:

Date:

Title:

Title:

2-24-25

President

Company:

HJ Consulting, Inc

MATTER NUMBER: 6066M

APPROVED AS TO FORM:



II. General Information and Terms.

Engineer's Name and Address: HJ Consulting, Inc.
4771 Sweetwater Boulevard, Suite 254
Sugar Land, TX 77479

Project Description: Design Phase Services for Right Turn Lane along US 90A
at Commerce Green Boulevard

Maximum Contract Amount: \$124,650.00

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

APRIL 15, 2025

AGENDA REQUEST NO: IV.F.

AGENDA OF: City Council Meeting

INITIATED BY: *Mark Campise, Fire Chief*

PRESENTED BY: *Mark Campise, Fire Chief*

RESPONSIBLE DEPARTMENT: Fire

AGENDA CAPTION:

Consideration of and action on authorization of a Medical Director Agreement with EMSTAT, PLLC, in the amount of \$75,000.00 per year, for medical director services to the Sugar Land Fire Department. This agreement will automatically renew for successive one-year terms.

RECOMMENDED ACTION:

Sugar Land Fire Department recommends approving the Medical Director Agreement with EMSTAT, PLLC in the amount of \$6,250.00 per month or \$75,000.00 per year.

EXECUTIVE SUMMARY:

On October 23, 2024, the Sugar Land Fire Department (SLFD) issued a Request for Proposal (RFP) 2025-RFP-002 for Medical Director Services to seek a medical director who is up to the challenge of supporting fast-paced and high-caliber emergency medical services. SLFD responded to 8,650 EMS calls in FY24, which was a 5% increase from FY23. Previous experiences have highlighted the need for increased availability, a more consistent and regular interaction with administrative staff and crews, robust administrative support, strong leadership and mentorship, and a deep understanding of the unique culture and operations of the fire service. The new medical director should effectively address these challenges and provide the guidance, support, and expertise necessary to deliver exceptional care to our community.

On December 16, 2024, SLFD received four responses to the RFP. A committee made up of multiple members from several departments reviewed the proposals, and three of the four vendors advanced to an in-person interview with SLFD personnel. After considerable deliberation, EMSTAT, PLLC (Dr. Lars Thestrup) was selected as the best fit for SLFD's next medical director.

Dr. Lars Thestrup attended the Medical College of Virginia and completed a residency at Johns Hopkins for Emergency Medicine. This was followed by an EMS/Disaster fellowship at Carolinas Medical Center. Post fellowship, he was recruited by the Houston Fire Department as the Assistant Medical Director, where he served for 15 years. His roles included medical direction, disaster preparation on a local and state level, mass gathering and special event preparation, and the development of the HPD SWAT tactical medic team. Dr. Thestrup also served as the medical director for multiple emergency rooms in the Houston area and is currently the medical director for the Bellaire Fire Department and Hatzalah of Houston. He is a board-certified emergency physician and is certified in Lifestyle Medicine with an interest in responder health and wellness.

The Medical Director's responsibilities include, but are not limited to the following:

1. Serve as an organization leader in clinical practices fostering growth and accountability.
2. Review, revise, and recommend standing guidance to field providers through the Clinical Operating Guidelines.
3. Serve as a resource to staff for real-time and follow-up consultations on clinical decisions.
4. Collaborate on developing pre-hospital clinical guidelines that incorporate research-based best practices and effective utilization of resources.
5. Be an active participant in the continuous quality improvement (CQI) process by reviewing patient care records, delivering crew feedback, and identifying performance trends worthy of attention or recognition.
6. Actively contribute to clinical education by communicating system performance concerns identified in CQI and delivering interactive training.
7. Maintain liaison with the medical community in and around Sugar Land.
8. Facilitate academic research among EMS providers.
9. Attend internal and external meetings as a representative of Sugar Land.
10. Provide periodic reports regarding guideline reviews and updates, case reviews and debriefings, and training delivered.
11. Regular on-site presence and 24-hour phone availability.

The contract amount will not exceed \$6,250.00 per month or \$75,000.00 per year. The contract will be for an initial term of one (1) year with an automatic renewal for successive one-year terms unless either party gives written notice of its intent not to renew at least one hundred eighty (180) days prior to the expiration of the initial or renewal term.

Sugar Land Fire Department recommends approving the Medical Director Agreement with

EMSTAT, PLLC, in the amount of \$6,250.00 per month or \$75,000.00 per year.

BUDGET

EXPENDITURE REQUIRED: \$75,000

CURRENT BUDGET: \$75,000

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:Fire Operating Budget

ATTACHMENTS:

Description		Type
▣	Contract	Contracts

**MEDICAL DIRECTOR AGREEMENT
FOR CITY OF SUGAR LAND FIRE DEPARTMENT**

This Medical Director Agreement (“Agreement”) is entered into by and between the City of Sugar Land (“City”), a political subdivision of the State of Texas, on behalf of the City of Sugar Land Fire Department (“SLFD”), and EMSTAT, PLLC (“Contractor”).

WHEREAS, the City seeks to engage Contractor employee, Lars Thestrup, MD (“Physician”), who specializes in emergency care and qualified to provide medical director services (“Services”) for the SLFD, located at 10405 Corporate Drive, Sugar Land, Texas 77478; and

WHEREAS, Physician is duly licensed by the State of Texas and has the skills and knowledge to serve as SLFD Medical Director;

NOW, THEREFORE, for and in consideration of mutual covenants and conditions contained herein, the parties agree as follows:

1. **Services to be Rendered by Physician.** Physician will spend such time as is necessary performing Services as stated in this Agreement (Exhibit A) and any other functions associated with the role of a Medical Director as may be requested by SLFD or as required by applicable law, including Health and Safety Code, Chapter 773, 22 Texas Administrative Code, Chapter 197, and 25 Texas Administrative Code, Chapter 157, as amended.

If any state or federal law or regulation prohibits Physician from rendering a Service, then Physician will not render that Service, and the obligation to do so will automatically be deemed stricken from this Agreement.

2. **Term.** The term of this Agreement will be for one year beginning on May 1, 2025 (“Effective Date”) (“Initial Term”), unless terminated earlier by either party as provided herein. This Agreement will automatically renew for successive one-year terms (“Renewal Term”), unless either party gives the other party written notice of intent not to renew at least one-hundred eighty (180) days prior to the expiration of the Initial or Renewal Term. Either party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the other party or on any date mutually agreed upon by the parties. “Term,” as used herein, refers to the initial term as well as any renewal term while this Agreement is in effect.

If the City’s city council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Agreement becomes effective and there are no proceeds available for payment from the sales of bonds or other debt instruments, then the Agreement automatically terminates at the beginning of the first day of the successive fiscal year. The City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of termination notice.

3. **Compensation.** In consideration for the Services rendered by Contractor, the City will pay Contractor a fixed annual fee of \$75,000.00, which will be paid in 12 equal monthly payments of \$6,250.00 per month. On or before the fifth (5th) day of each month, Contractor must submit to the City an invoice and a monthly report describing the Services rendered by Physician during the preceding month. The monthly report must be provided on the form or in the format required by the City or SLFD. Invoices and reports must be sent to:

(a) SLFD at firelogistics@sugarlandtx.gov and

(b) Accounting Department at accountspayable@sugarlandtx.gov.

The City will pay Contractor for Services rendered during the preceding month in accordance with Chapter 2251 of the Government Code after receipt of the Contractor's monthly invoice and report. The City will not pay the Contractor for any costs or expenditures that are not included in the Agreement. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

4. **Protected Health Information.** The provisions detailed on the Business Associate Addendum ("Addendum") (Exhibit B) are included in this Agreement for purposes of complying with the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Privacy of Individually Identifiable Health Information ("HIPAA Standards"), 45 CFR parts 160 and 164, and apply with respect to all Protected Health Information ("PHI"), as defined in 45 CFR 164.501, created, received, maintained, or transmitted by Contractor or Physician ("Business Associate") in performing duties under this Agreement.

This section survives the expiration or termination of this Agreement.

5. **Termination Upon Default.** In the event a party defaults under this Agreement ("Defaulting Party") then the other party ("Non-Defaulting Party") will give the Defaulting Party written notice of the default. The Defaulting Party has 15 days to cure the default to the reasonable satisfaction of the Non-Defaulting Party. In the event that the Defaulting Party does not cure the default as specified, then the Non-Defaulting Party may immediately terminate the Agreement and/or exercise all remedies allowed by law.

No consent or waiver, express or implied, by any party hereto of any breach or default by the other party will be deemed or construed to be a consent or waiver to or of any other breach or default. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long the failure continues, will not constitute a waiver by that party of its rights hereunder.

6. **Immediate Termination.** The City may immediately terminate this Agreement upon giving written notice to Contractor without giving the Contractor a right to cure in the event that (i) City reasonably concludes that Contractor or Physician has engaged in acts that adversely affect the name or goodwill of the City or SLFD; (ii) Contractor or Physician is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; (iii) Contractor or Physician is excluded from participation in any federal or state health care program, including, but not limited to, Medicare and Medicaid; or (iv) Contractor or Physician breaches duties set forth in this Agreement.
7. **Equipment.** The City may provide equipment to the Contractor such as portable radio if it is necessary to perform Services under this Agreement. Upon termination or expiration of this Agreement, Contractor must return any and all equipment including portable radio provided to Contractor during the term of this Agreement. If the Contractor fails to return any equipment, the City may deduct the cost of the equipment or withhold final payment until Contractor returns all equipment. The rights and remedies of the City under this section are in addition to any other rights and remedies provided by law or under this Agreement.

This section survives the expiration or termination of this Agreement.

8. **Independent Contractor.** It is understood and agreed by the parties that Contractor, Physician and its employees are acting as independent contractors in performing the Services herein. The

parties specifically agree that nothing in this Agreement creates a partnership or joint venture relationship. Contractor, Physician and its employees will not hold themselves out as employees, representatives, or agents of the City for any purpose or in any manner whatsoever. The City will not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contribution or benefits, which might be expected in an employer-employee relationship. The Physician will not be entitled to any of the rights, privileges, or benefits of the City employees including, but not limited to, disability, life insurance, pension and annuity benefits, professional membership dues, sick, holiday or vacation pay, and remain an independent contractor with respect to all Services performed under this Agreement.

Contractor agrees to indemnify and hold harmless City against any and all liability related to withholding or failure to withhold income taxes or paying or not paying Social Security or unemployment taxes for Physician. If the Internal Revenue Service or any other governmental agency challenges the independent contractor status of the Physician, the parties agree that Contractor and City will have the right to participate in in any discussion or negotiation that occurs in the course of such challenge.

9. **Additional Acts.** In connection with this Agreement, as well as in all transactions contemplated by this Agreement, Contractor and Physician agree to execute and deliver such additional documents or perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.
10. **Substitute.** In the event that Physician cannot continue to perform the Services under this Agreement, Contractor must immediately notify SLFD in writing of said Physician's inability to perform. In that event, Contractor must provide a suitable substitute who must perform the services required by this Agreement. SLFD reserves the right to accept or reject the proposed substitute at its sole discretion and Contractor must remain obligated to provide the Services on this Agreement. If SLFD objects to a proposed substitute, Contractor must provide additional proposed substitutes until which time an acceptable substitute is agreed upon by SLFD in writing.
11. **Physician Licensure.** Contractor and Physician represent and warrant that Physician has all qualifications, certificates, and/or licenses required by applicable federal, state or local law, and any other governmental regulation, to fully perform the duties in this Agreement, including Health and Safety Code, Chapter 773, 22 Texas Administrative Code, Chapter 197 and 25 Texas Administrative Code, Chapter 157, and registered in Fort Bend County. Contractor must ensure that the Physician maintain their professional licenses with the Texas Medical Board, including continuing education, license fees and professional memberships, and state and federal licenses to prescribe scheduled II-V classes of controlled drugs.
12. **Medicare and Medicaid Status.** Contractor and Physician represent and warrant that Contractor and Physician have never been (i) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or any other federal or state health care program; or (ii) excluded from participation in any federal or state health care program, including, but not limited to, Medicare and Medicaid.
13. **Referrals.** Under no circumstances will Contractor or Physician be required to refer patients to City or require City to serve the needs of any patient. Compensation paid to Contractor and Physician pursuant to this agreement is based solely on the fair market value of services actually provided and not on current or potential referrals of patients, items or services.

14. **Disclosure/Notification Requirements.** Contractor and Physician must notify the City and SLFD immediately in the event that Contractor or Physician is: (i) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; (ii) excluded from participation in any federal or state health care program, including, but not limited to, Medicare and Medicaid; or (ii) any other actions such as loss of license, adverse action, or event that materially affects Contractor or Physician ability to perform obligations under this Agreement.
15. **Confidentiality.** Contractor and Physician acknowledge that in the course of providing the Services required hereunder, Contractor and Physician will acquire financial, economic, proprietary, and confidential information. Therefore, Contractor and Physician agree not to disclose or make unauthorized disclosures in any manner to any entities or individuals, either during the term of this Agreement or thereafter, of any such information, including, but not limited to, the terms and conditions of this Agreement, business records, or any other matter reflecting on or related to the business, operation, or activities of the City or SLFD. Without limiting other possible remedies to City or SLFD, Contractor and Physician agree that injunctive or other equitable relief will be available to enforce this covenant.

This section survives the expiration or termination of this Agreement.

16. **Performance Metrics & Key Performance Indicators (KPIs).** Performance evaluation and metrics/key performance indicators (KPIs) are essential for ensuring that Physician aligns with the SLFD's goals and standards. KPIs are critical for evaluating the effectiveness and impact of Contractor's service or Physician's performance. SLFD and Contractor will schedule a regular review cycle (i.e. weekly, monthly, quarterly or bi-annually) to ensure timely evaluation of Contractor's or Physician's contributions towards achieving SLFD's organizational goals.
17. **Insurance.** Contractor will maintain, at its sole expense, a valid policy of insurance covering liability, including professional liability, arising from the acts or omissions of Contractor, Physician, or its agents and employees, in an amount generally considered standard for a physician in the practice area, or adequate insurance coverage to protect the City, Contractor and Physician against malpractice claims. The Contractor must include or name the **City of Sugar Land** as an additional insured under its insurance policies as required by this Agreement. This coverage will apply to all applicable liability policies maintained by the Contractor and will be primary and non-contributory to any insurance maintained by the City. The Contractor must provide the City with satisfactory evidence of such coverage, including certificates of insurance and endorsements, upon request (Exhibit C).
18. **Indemnification.** **CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY OF SUGAR LAND, CITY OF SUGAR LAND FIRE DEPARTMENT, THEIR OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, PENALTIES, ASSESSMENTS, JUDGMENTS, AWARDS, AND EXPENSES, INCLUDING LEGAL COSTS AND ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR RELATED TO: (A) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, PHYSICIAN, OR ITS EMPLOYEE OR AGENT; OR (B) THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, PHYSICIAN, OR ITS EMPLOYEE OR AGENT IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.**

This section survives the expiration or termination of the Agreement.

19. **Assignment.** Neither party will voluntarily or by operation of law, assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement without the prior written consent of the other party. Any attempted assignment or transfer by either party of its rights or obligations without such consent will be void.
20. **Amendment.** This Agreement cannot be modified or changed in any respect except by means of a written document signed by authorized representatives of both parties.
21. **Compliance.** The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations including, but not limited to, HIPAA, HITECH, ACA, Anti-Kickback Statute (AKS), Physician Self-Referral Law (Stark Law), Joint Commission, civil rights and other applicable laws and regulations.
22. **Conformance with Law.** The parties recognize that this Agreement is subject to, and agree to comply with, applicable local, state and federal statutes, rules and regulations. Any provisions of applicable statutes, rules, or regulations that invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause one or both the parties hereto to be in violation of law shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties must use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable statutes, rules and regulations and negotiate in good faith toward amendment of this Agreement in such respect. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or conditions.
23. **Applicable Law and Venue.** This Agreement and the obligations of the parties hereunder will be interpreted, construed, governed, and enforced in accordance with the laws of the State of Texas. Venue for any disputes arising hereunder will be in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.
24. **Notices.** All notices, demands, or other communications required or provided hereunder must be in writing and will be deemed to have been given at the earlier of actual receipt or three (3) days after deposit in the United States mail as provided below. Notice may be sent by electronic mail, facsimile, personal delivery, or by deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested. Notice to either party will be addressed as follows:

To City and SLFD:

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

City of Sugar Land Fire Department
Attn: Fire Chief
10405 Corporate Dr.
Sugar Land, Texas 77478

To Contractor:

EMSTAT, PLLC
Attn: Lars Thestrup, MD
4405 Jane St.
Bellaire, Texas 77401

25. **Entire Agreement.** This Agreement contains the entire agreement between the parties relative to the matters covered and supersedes any and all other oral and written agreements, express or implied, concerning the subject matter of this Agreement. No variations, modifications, or changes to this Agreement will be binding unless set forth in a document duly executed by both parties.

26. **No Third Party Beneficiaries.** The rights, privileges, benefits and obligations arising under or created by this Agreement are intended to apply to and shall only apply to the Contractor City and to no other persons or entities.
27. **Dispute Resolution Procedures.** If a party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
28. **Attorney's Fees.** Should a party to this Agreement bring suit against the other party for any matter relating to this Agreement, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
29. **Disclosure of Interested Persons for Council-Approved Contracts.** Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:
- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
 - (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:
 - (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
 - (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

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

30. **Prohibition on Contracts with Companies Boycotting Israel.** Certain contracts for goods and services are subject to the requirements of Section 2271.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for goods and services that:
- (1) are between the City and a company with ten (10) or more full time employees; and
 - (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below, to be effective _____ as _____ of _____ the _____ Effective _____ Date.

CITY OF SUGAR LAND:

EMSTAT, PLLC:

Michael W. Goodrum
City Manager

Date: _____

Lars Thestrup, MD
Owner

Date: 4/2/25

ATTEST:

Linda Mendenhall, City Secretary

APPROVED AS TO FORM:

[Signature]

EXHIBIT A MEDICAL DIRECTOR SERVICES

Overview:

- Serve as an organization leader in clinical practices fostering growth and accountability.
- Review, revise, and recommend standing guidance to field providers through the Clinical Operating Guidelines
- Serve as a resource to staff for real-time and follow-up consultations on clinical decisions.
- Collaborate on developing pre-hospital clinical guidelines that incorporate research-based best practices and effective utilization of resources
- Be an active participant in the continuous quality improvement (CQI) process by reviewing patient care records, delivering crew feedback, and identifying performance trends worthy of attention or recognition
- Actively contribute to clinical education by communicating system performance concerns identified in CQI and delivering interactive training.
- Maintain liaison with the medical community in and around Sugar Land.
- Facilitate academic research among EMS providers.
- Attend internal and external meetings as a representative of Sugar Land.
- Provider periodic reports regarding guideline reviews and updates, case reviews and debriefings, and training delivered.
- Regular on-site presence and 24-hour phone availability.

Administrative Functions:

Administrative functions are a crucial aspect of a Medical Director's role in EMS as they directly influence operational and clinical aspects of an agency. The following administrative functions listed in the RFP are acknowledged and will have the Medical Director's involvement:

- 1) Required services in accordance with the Texas Health and Safety Code, Chapter 773, "Emergency Medical Services", Texas Administrative Code, Title 22 Chapter 197, "Emergency Medical Service," and Texas Administrative Code, Title 25, Chapter 157, shall be performed.
- 2) 24/7 telephone availability for crew consultation or for administration inquiries. If unable to provide consultation due to travel, etc., a designee shall be available.
- 3) Available for monthly neighboring agency / hospital meetings.
- 4) Available to lead case study discussions with clinical supervisors.
- 5) Continued protocol review and revision based on current evidence-based practices and standards.
- 6) Biannual tissue lab covering cricothyrotomy and finger thoracostomy.
- 7) All new paramedics will be credentialed personally by the medical director.
- 8) Ride time with Shift Captains providing mentoring and guidance.
- 9) Medical Direction will be provided for Dispatch and Police as needed.
- 10) The Medical Director will delegate appropriate authority for purchasing necessary pharmaceuticals and supplies including controlled substances.

Credentialing Plan:

Credentialing plans are critical to ensure personnel are qualified and capable of providing safe and effective patient care. The goal of credentialing involves ensuring competency and skill proficiency, not just initially but

throughout the career of a paramedic. The following areas will involve the medical director in ensuring personnel are credentialed as well as maintaining competency:

- 1) Credentialing of Paramedics shall be accomplished one on one by the medical director with a chosen field captain or command staff member to observe. Credentialing for paramedics will consist of scenario-based questioning as well as fund of knowledge assessment. Specific skills may be asked to be demonstrated depending on the level of the paramedic. This may include cricothyrotomy, finger thoracostomy, intubation, needle decompression, or IO placement to name a few.
- 2) The medical director will be available to review agency CME and determine based on QI activities if certain areas will require further focus.
- 3) High risk - low incidence procedures: There will be a cricothyrotomy and finger thoracostomy lab biannually which all paramedics approved for such procedures must attend to perform the skill set.
- 4) EMT-B credentialing may be performed in teams of two and will be mainly scenario-based focusing on medical and trauma scenarios. A focus will also be placed on BLS procedures such as airway management to include NPA, OPA and proper BVM technique.
- 5) The Medical Director will be involved in the re-education and potentially re-credentialing of paramedics found to be deficient in specific knowledge areas.

Quality Improvement Plan:

By focusing on clinical performance, education, and patient outcomes, standards can be elevated, patient safety improved, and operational efficiency optimized. The following items will assist in ensuring the agency continues to maintain its high standards.

- 1) The medical director will be personally involved in new provider credentialing and evaluations.
- 2) The medical director will be actively involved with clinical supervisors to ensure skill maintenance as well as develop credentialing with expanded scope based on credentialing level. This will depend on how the agency currently has its processes defined, though a common example would be a EMT-B, AEMT, P1, P2 credentialing process.
- 3) Automatic review with crews on all cases involving RSI or specific surgical procedures ideally within 48 hours of incident. All whole blood administration cases to be reviewed for appropriateness as well as review of cases where a potential missed opportunity occurred.
- 4) Biannual surgical skills lab for designated providers.
- 5) Monthly review of POC ultrasound to determine if appropriate views obtained. Follow up with crews as well as retraining as necessary.
- 6) Monthly review of cardiac arrest cases including rates of ROSC, discharge rate from hospital, and CPC scores if available. Follow up with crews regarding areas for improvement as necessary.
- 7) Regular review of cases brought to the attention of the Medical Director by crews, patients, or bystanders with appropriate feedback and education to crews as needed.
- 8) The medical director will interact with field crews either on scene or in informal settings providing feedback and education as necessary while encouraging research on specific areas of interest for providers to help improve the care they provide for their patients.

EXHIBIT B
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) to the Medical Director Agreement (“Agreement”) between the City of Sugar Land (“Covered Entity”) and EMSTAT, PLLC (“Business Associate”) is incorporated into and made part of the Agreement for purposes of complying with the Privacy, Security, Breach Notification, and Enforcement regulations at 45 CFR parts 160 and 164 (“HIPAA Standards”). The provisions of this Addendum apply with respect to all Protected Health Information (“PHI”), as defined in 45 CFR 160.103, created, received, maintained or transmitted by Business Associate in its representation of Covered Entity.

In consideration of the mutual covenants contained herein, Business Associate and Covered Entity agree as follows:

1. **Obligations of Business Associate.**

- (a) Business Associate will not use or disclose PHI other than as permitted or required by this Addendum or as required by law.
- (b) Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Standards, and to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate will comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI.
- (c) Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- (d) To the extent the Business Associate is to carry out one or more of Covered Entity’s obligations under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Entity in the performance of such obligations.
- (e) Business Associate will report to Covered Entity (i) any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware, and (ii) any security incident (as defined in 45 CFR 164.304) of which it becomes aware. Business Associate will notify Covered Entity of any breach of unsecured PHI, as defined in 45 CFR 164.402, without unreasonable delay and in no case later than 10 calendar days after Business Associate discovers the breach.
- (f) Business Associate will ensure that any agent, including a subcontractor, that receives PHI from Business Associate, or creates, receives, maintains, or transmits PHI on behalf of Business Associate, agrees to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI, and agrees to implement reasonable and appropriate safeguards to protect the security and privacy of such PHI, by entering into an agreement with Business Associate that meets applicable requirements of the HIPAA Standards.
- (g) Business Associate will make books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services (“Secretary”) or the Secretary’s designee, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the HIPAA Standards.
- (h) At Covered Entity’s request, Business Associate will make available PHI in Business Associate’s possession to enable Covered Entity to respond to a request by an individual for access to PHI in accordance with 45 CFR 164.524.

- (i) At Covered Entity's request, Business Associate will make available PHI in Business Associate's possession for amendment, and will incorporate any amendments to PHI, in accordance with 42 CFR 164.526.
- (j) Business Associate will maintain and will provide to Covered Entity on request such documentation of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Upon receipt of a request for an accounting directly from an individual, Business Associate will provide to the individual an accounting of disclosures made by Business Associate containing the information described in 42 CFR 164.528.

2. **Uses and Disclosures by Business Associate**

- (a) Business Associate may use or disclose PHI to perform services for or on behalf of Covered Entity, provided that such use or disclosure would not violate the HIPAA Standards if made by Covered Entity.
- (b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, if (1) the disclosure is required by law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. **Remedies for Breach** Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may either (i) provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Addendum if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; (ii) immediately terminate this Addendum if Business Associate has breached a material term of this Addendum and cure is not possible; or (iii) if neither termination nor cure is feasible, report the violation to the Secretary.

4. **Return or Destruction of PHI Upon Termination** Upon termination of this Agreement, for any reason Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, if feasible. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

COVERED ENTITY:

Michael W. Goodrum
City Manager

Date: _____

BUSINESS ASSOCIATE:

Lars Thestrup, MD
Owner

Date: 4/2/25

EXHIBIT C

INSURANCE REQUIREMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts **no responsibility** arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

☐ Workers' Compensation Statutory limits, State of TX.

☐ Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per
accident / \$500,000 by disease aggregate

☒ Commercial General Liability:

	<input checked="" type="checkbox"/> Very High/High Risk	<input type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

☒ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<input checked="" type="checkbox"/> Very High/ High Risk	<input type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
\$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

☐ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

☒ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

☐ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

☐ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

EXHIBIT D
DATA OWNERSHIP, SHARING, AND AI

A. Definitions.

Government Data means any information, document, media, or machine-readable material regardless of physical form or characteristics, that is created or obtained by the City in the course of official City business.

Government-Related Data means any information, document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government Data. This does not include a contractor's business records (e.g., financial records, legal records, etc.) or data such as operating procedures, software coding, or algorithms that are not uniquely applied to the Government Data.

- B. City Owns the Data. Contractor hereby assigns without any requirement of further consideration all right, title, or interest the Contractor may have to Government Data and Government-Related Data, including any copyrights or other intellectual property rights to the same.
- C. Guarantee of Disencumbrance. Contractor warrants that any data provided to City under the terms of this Contract is in the public domain or otherwise unencumbered by intellectual property restrictions on its use by the City. Contractor warrants that the City's creation, maintenance, and modification of data provided to the City under the terms of this Contract shall not be restricted by Contractor's copyright, patent, or intellectual property considerations.
- D. No Prior Restrictions. Contractor represents and warrants that it has the full right and power to assign its rights, titles, and interests in any data it provides under this Contract and otherwise perform its obligations hereunder, and that there are no outstanding agreements, assignments, or encumbrances inconsistent with the provision of said data or with any other provisions of this Contract. Contractor represents and warrants that it is not aware of any claims of infringement of intellectual property that have been brought against it by third parties for infringement of such third party's intellectual property.
- E. Machine Readable Exports. Output created by Contractor under this Contract, if any, must be in a digital, reuseable format, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, but are not limited to, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. Government Data and Government-Related Data which is stored in binary formats, including but not limited to portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was provided. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this section, non-proprietary formats include formats for which royalty-free codecs are available to end-users.
- F. Waiving Right of Action. Contractor hereby agrees to waive any and all future rights of action against the City which may arise from the City's authorized use of Government Data and/or Government-Related Data, including but not limited to copyright, patent, and other intellectual property considerations.
- G. Indemnification. If a third party claims that the Government Data and/or Government-Related Data that is the subject of this Contract, due to the use of Contractor's products or services, infringes that party's copyright, patents, or trade secrets, Contractor will defend the City against that claim at Contractor's

expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the City notifies Contractor in writing of any such claim within ten (10) business days of City's receipt of such claim.

- H. Copyright Retention. Contractor may keep its copyright interest in non-Government Data and non Government-Related Data (i.e. its proprietary data) it may have, except when the City combines Government Data and/or Government-Related Data with the Contractor's data.
- I. Data Sharing. Contractor will not share, transfer, or disclose Government Data and/or Government-Related Data to any third party without the prior written consent of the City except as expressly authorized in this Contract and solely to the extent necessary to perform the services under this Contract. In the event Contractor is authorized to share Government Data and/or Government-Related Data with a subcontractor, Contractor will ensure its subcontractor complies with all terms and conditions of this Contract.
- J. No Commercial Use. Contractor shall not make use of the Government Data or Government-Related Data for any commercial purpose, whether to the benefit of Contractor or a third party, unless explicitly authorized in writing by the City. For the purposes of this provision, "commercial purpose" does not include the performance of services by Contractor under this Contract that are specifically authorized and intended for the benefit of the City.
- K. Artificial Intelligence Training. Government Data and Government-Related Data shall not be used by Contractor to train any artificial intelligence, machine learning, or large language models, without the City's express written consent.



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.G.

AGENDA OF: City Council Meeting

INITIATED BY: *Robert Bowman, IT Operations Manager*

PRESENTED BY: *Robert Bowman, IT Operations Manager*

RESPONSIBLE DEPARTMENT: Information Technology

AGENDA CAPTION:

Consideration of and action on authorization of a Three-Year Contract with TanChes Global Management, Inc., in the amount of \$607,230.00 through the Texas Department of Information Resources Cooperative Purchasing Contract No. TSO-4288, for VMware license renewal and support.

RECOMMENDED ACTION:

Staff recommends approving a contract with TanChes Global Management, Inc., in the amount of \$607,230 through Texas Department of Information Resources Contract No. DIR-TSO-4288, to purchase VMware licensing renewal and support.

EXECUTIVE SUMMARY:

The City of Sugar Land (City) has utilized VMware since 2015. VMware is virtualization software that allows multiple servers to run on the same hardware. Currently, the City manages over 200 virtual servers providing mission-critical support for all our enterprise applications and other support systems.

Broadcom Inc. acquired VMware and changed their licensing model, resulting in a significant increase in renewal. The previous licensing model allowed the City to opt out of certain services. In the new licensing model, all services provided by VMware are bundled into a single subscription. This has resulted in a three-fold increase in our yearly renewal. The

licensing model has also moved from per-processor pricing to per-core pricing. As an example, each processor in our environment has 28 cores.

The bundled services do allow us to use several products from VMware that provide:

- extended network protection,
- the ability to rapidly deploy cloud applications, and
- extensive fine-tuning that will allow us to optimize our usage and reduce a lot of manual intervention and adjustment.

The Information Technology department recommends the City Council approve a contract with TanChes Global Management, Inc., in the amount of \$607,230 paid at \$202,410.00 yearly for three years through Texas Department of Information Resources Contract No. DIR-TSO-4288, for VMware license renewal and support.

BUDGET

EXPENDITURE REQUIRED: \$607,230

CURRENT BUDGET: \$607,230

ADDITIONAL FUNDING:

FUNDING SOURCE:General Fund - IT Operating Budget

ATTACHMENTS:

Description	Type
□ Contract	Contracts

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
\$100K to \$999,999.99
(Rev. 3-20-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:

Title:

Title:

Company:

MATTER NUMBER: 6284M
APPROVED AS TO FORM:

T. CHAUDHURY
3/21/2025
PRESIDENT & CEO
TANCHES GLOBAL
MANAGEMENT INC.

II. General Information and Terms.

Contractor's Name and Address: TanChes Global Management, Inc.
10804 Roark Road
Houston, TX 77099-3500

Description of Services: VMWare Cloud Foundation (Renewal)

Maximum Contract Amount: \$607,230.00 (\$202,410.00/year x 3 years)

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

Services Start Date: April 22, 2025

Termination Date: April 21, 2028

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

APRIL 15, 2025

AGENDA REQUEST NO: IV.H.

AGENDA OF: City Council Meeting

INITIATED BY: *Ryon Bell, Streets and Drainage Manager*

PRESENTED BY: *Ryon Bell, Streets and Drainage Manager*

RESPONSIBLE DEPARTMENT: Public Works

AGENDA CAPTION:

Consideration of and action on authorization of a Contract with Donelson Construction Company LLC, in the amount of \$201,740.10, for asphalt overlay services on West Airport Boulevard between Imperial Canyon Lane and Cottonwood Court.

RECOMMENDED ACTION:

The Public Works Department recommend the City Council authorize the execution of a contract with Donelson Construction, in the amount of \$201,740.10 for asphalt overlay pilot.

EXECUTIVE SUMMARY:

The Streets Division of the Public Works Department is responsible for pavement maintenance, repairs, and ensuring vehicular safety citywide. This includes approximately 1,000 lane-miles of pavement in neighborhoods and along major thoroughfares. Every five (5) years, a pavement assessment is completed, which assigns a Pavement Condition Rating (PCR) of zero to 100 for each segment of roadway.

Over the past several years, the City's roadways have experienced increased deterioration due to severe weather conditions, including major freezes and droughts. Additionally, limited funding through the annual General Fund budget has prevented the ability to implement substantial repairs.

To support the maintenance of aging infrastructure and enhance the longevity of the City's concrete roadways, City staff recommend implementing a pilot program to apply an asphalt overlay on West Airport Boulevard between Imperial Canyon Lane and Cottonwood Court.

Asphalt overlays have several benefits, including but not limited to cost-effectiveness, providing a more budget-friendly solution compared to full-depth concrete reconstruction or significant panel replacement, and extending the life of the roadway at a lower cost. In addition, asphalt overlay helps seal concrete roadway cracks and other imperfections, preventing water infiltration that could lead to further deterioration. Finally, if a concrete roadway is aging but not yet in need of complete replacement, an asphalt overlay can serve as a short-term rehabilitation measure to extend its service life.

Keeping with the City's "*trailblazing*" values, City staff identified Donelson Construction, a company that specializes in road resurfacing using patented technology and innovative application processes, focusing on preserving pavement, restoring road appearance, and extending road lifespan and durability. MAQS®-PressurePave Surfacing System is a patented and proprietary pavement overlay technology that combines a specialized emulsion and a unique aggregate blend. This system is applied in a single-pass process, creating a durable, skid-resistant, and long-lasting road surface.

The MAQS®-PressurePave Surfacing System has been tested and verified under the supervision of the Missouri Highway and Transportation Department (MODOT). Several cities in Texas, including Irving, San Angelo, San Antonio, Tyler, and Cedar Park, have successfully used this product to enhance their road infrastructure.

Texas Local Government Code 252.022 outlines exemptions to the standard competitive bidding and proposal requirements for municipal purchases. It identifies specific circumstances where competitive procurement is not required, including sole source procurement. These are items available from only one source due to patents, copyrights, or unique availability. Donelson Construction provided sole source documentation, which included five current US patents; with additional patents pending as it relates to the product and application process.

The total contract amount for this project is \$201,740.10. The objective is to evaluate the effectiveness of this innovative pavement preservation solution in extending the lifespan of concrete roadways. Data collected from this project will inform future implementations of MAQS®-PressurePave on similar infrastructure.

Funding for this project is available through the Public Works Repair and Maintenance account to support this pilot initiative. Donelson is scheduled to begin work in the summer of 2025, with an expected completion time of two days. Upon contract approval, staff will collaborate with Community Engagement to inform the public about the project. Road closures will be minimal, as the product allows traffic to resume just thirty minutes after

installation.

The Public Works Department recommends the City Council authorize the execution of a contract with Donelson Construction in the amount of \$201,740.10 for the asphalt overlay pilot.

BUDGET

EXPENDITURE REQUIRED: \$201,740.10

CURRENT BUDGET: \$201,740.10

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:Public Works Operations Budget

ATTACHMENTS:

Description	Type
☐ Signed Contract	Contracts

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
\$100K to \$999,999.99
(Rev. 3-10-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: 

Date:

Date: 03/19/2025

Title:

Title: Managing Member

Company: Donelson Construction Co., LLC

MATTER NUMBER: 6189M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: Donelson Construction Company, LLC
1075 Wise Hill Road
Clever, MO 65631

Description of Services: Asphalt Overlay for West Airport Blvd.

Maximum Contract Amount: \$201,740.10

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

Termination Date: See III.C.

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 90 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

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

Contract Parts: This Contract consists of the following parts:



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.I.

AGENDA OF: City Council Meeting

INITIATED BY: *Margo Watson, Water Resources Manager*

PRESENTED BY: *Margo Watson, Water Resources Manager*

RESPONSIBLE DEPARTMENT: Public Works

AGENDA CAPTION:

Consideration of and action on authorization of a one-time payment, in the amount of \$1,836,002.32, for Phase 2 improvements to the Shannon Pump Station.

RECOMMENDED ACTION:

The Utilities Department requests approval of a one-time payment of \$1,836,002.32 to the Gulf Coast Water Authority for Phase 2 improvements to the Shannon Pump Station.

EXECUTIVE SUMMARY:

The City of Sugar Land has water supply contracts with the Gulf Coast Water Authority "GCWA", to pump raw water from the Brazos River into Oyster Creek via the Shannon Pump Station. In August 2017, Hurricane Harvey damaged the Shannon Pump Station's intake structure. GCWA plans to replace the pump station at an estimated cost of \$90 million, funded partially through FEMA. The remaining \$31,200,000 not covered by FEMA will be funded by cash payments from GCWA's municipal and industrial customers of GCWA's Canal System as part of the budgeted costs of service, in a two-phase approach. The first phase involves securing \$10 million by October 2023, and the second phase aims to procure the remaining \$21,200,000 by April 2025.

For Phase 1 funding, Sugar Land paid \$934,067.12 in October 2023. For Phase 2 funding, Sugar Land is billed \$1,836,002.32 in March 2025. This payment is based on Sugar Land's

water contract quantity of 20 million gallons a day. To ensure that customer cash payments will be appropriately allocated, GCWA has approved a Resolution to dedicate the payments to the Shannon Pump Station and reimburse any excess funds.

The funding is available in the Utility Fund Operations budget as approved in FY25.

The Utilities Department recommends that the City Council approve the Phase 2 payment of \$1,836,002.32 for the improvements to the Shannon Pump Station.

BUDGET

EXPENDITURE REQUIRED: \$1,836,002.32

CURRENT BUDGET: \$1,836,002.32

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:Public Works - Surface Water Fund

ATTACHMENTS:

Description	Type
□ GCWA Resolution	Other Supporting Documents
□ Final Invoice from GCWA	Contracts

RESOLUTION NO. 2023-18

RESOLUTION RELATED TO SHANNON PUMP STATION PROJECT BUDGETING AND ACCOUNTING

WHEREAS, the Gulf Coast Water Authority (the “Authority”), a conservation and reclamation district under the provisions of Section 59, Article XVI of the Texas Constitution, created and operating under the provisions of Chapter 712, Acts of the 59th Legislature of Texas, Regular Session, 1965, as amended, provides water for industrial, municipal and agricultural customers in Brazoria, Fort Bend, and Galveston Counties; and

WHEREAS, the Authority is undertaking a project to reconstruct the Shannon Pump Station (the “Shannon Pump Station Project”), which will be funded in part by cash payments from the municipal and industrial customers of the Authority’s Canal System (each, a “Participant,” and collectively, the “Participants”) for the Shannon Pump Station Project as part of the budgeted costs of service (the “Participant Payments”); and

WHEREAS, the Authority wishes to memorialize its intent to budget and account for the Shannon Pump Station Project in a manner that allows the Authority to track the revenues and expenses associated with the Shannon Pump Station Project, including the Participant Payments; and

WHEREAS, the Authority wishes to memorialize its intent that Participant Payments will be dedicated to expenses associated with the Shannon Pump Station Project; and

WHEREAS, because the Participant Payments are dedicated to the Shannon Pump Station Project, the Authority wishes to establish a procedure to address the treatment of excess funds in the event that following the final completion of and the payment of all expenses related to the Shannon Pump Station Project the Authority determines that the total amount of the Participant Payments received for the Shannon Pump Station Project exceeds the total costs of the Shannon Pump Station Project allocable to the Participant Payments (the “Excess Funds”);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GULF COAST WATER AUTHORITY THAT:

Section 1. The definitions of terms contained in the Recitals to this Resolution are hereby incorporated and made part of this Resolution.

Section 2. The Board of Directors of the Authority (“Board”) adopts the findings and recitations set out in the Recitals to this Resolution and finds them to be true and correct.

Section 3. The Board hereby finds and determines as follows:

A. The Authority will budget and account for the Shannon Pump Station Project in a manner that allows the Authority to separately track the revenues and expenses associated with the Shannon Pump Station Project, including the Participant Payments.

B. Participant Payments will be dedicated to expenses associated with the Shannon Pump Station Project.

C. To the extent that there are Excess Funds, the Authority will provide for the reimbursement of such Excess Funds to Participants in an amount that is proportionate to the Participant Payments made by such Participants.

Section 4. The Board hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting, and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 5. This Resolution shall take effect and be in full force and effect upon and after its passage.

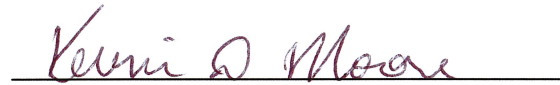
[Execution Page Follows]

PASSED AND APPROVED this 28th day of September, 2023.



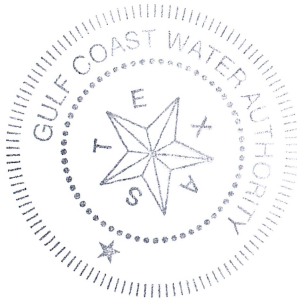
President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)





Gulf Coast Water Authority

INVOICE NO:
C15CCPH2

INVOICE DATE:
3/24/2025

DUE DATE:
6/22/2025

CUSTOMER NO: C15
BILLED TO: CITY OF SUGAR LAND
ATTN: ACCOUNTS PAYABLE -1310
PO BOX 110
SUGAR LAND, TX 77487-0110

ATTENTION: accountspayable@sugarlandtx.gov; mnolteroth@sugarlandtx.gov;
COPY TO: Rsotomayor@sugarlandtx.gov

DESCRIPTION	AMOUNT
SHANNON CASH CALL PHASE 2 FY24-25 BUDGETED COST OF SERVICES	1,836,002.32
CONTRACT QUANTITY 20.000 MGD	
TOTAL DUE	\$ 1,836,002.32

Reliably Delivering Water to our Customers

REMIT TO: GULF COAST WATER AUTHORITY
4243 EMMETT F. LOWRY EXPRESSWAY
TEXAS CITY, TX 77591

Questions concerning this invoice can be sent to: accounting@gcwatx.gov



**GULF COAST WATER AUTHORITY
FY 2025 PHASE 2 - SHANNON Cash Call**

				Phase 2 April 2025
				Cash Option \$19,656,000
DIRECT CANAL CUSTOMERS	Customer Type	Contract Quantity	% of Total Contract Quantity	
ASCEND MATERIALS	Industrial	17.86600	8.34402%	1,640,100.88
FT. BEND WCID NO. 2	Municipal	10.50000	4.90385%	963,901.22
MISSOURI CITY	Municipal	20.00000	9.34067%	1,836,002.32
PECAN GROVE MUD	Municipal	2.35238	1.09864%	215,948.39
SUGAR LAND	Municipal	20.00000	9.34067%	1,836,002.32
PEARLAND	Municipal	10.00000	4.67034%	918,001.16
UNDERGROUND STORAGE	Industrial	1.60000	0.74725%	146,880.19
	Sub Total	82.31838	38.44544%	7,556,836.48

				Phase 2 April 2025
				Cash Option \$19,656,000
TEXAS CITY INDUSTRIAL GROUP	Customer Type	Contract Quantity	% of Total Contract Quantity	
UNION CARBIDE	Industrial	12.39100	5.78701%	1,137,495.24
INEOS ACETYL CHROMIUMS	Industrial	15.54200	7.25864%	1,426,757.41
VALERO	Industrial	6.51000	3.04039%	597,618.76
BLANCHARD REFINING COMPANY	Industrial	38.60000	18.02750%	3,543,484.49
TEXAS CITY	Municipal	0.01900	0.00887%	1,744.20
	Sub Total	73.06200	34.12241%	6,707,100.09

				Phase 2 April 2025
				Cash Option \$19,656,000
TEXAS CITY RESERVIOR GROUP	Customer Type	Contract Quantity	% of Total Contract Quantity	



**GULF COAST WATER AUTHORITY
FY 2025 PHASE 2 - SHANNON Cash Call**

Topaz	Industrial	0.13700	0.06398%	12,576.62
Ashland	Industrial	1.00000	0.46703%	91,800.12
Sub Total		1.13700	0.53102%	104,376.73

				Phase 2 April 2025
Thomas Mackey Water Treatment Plant	Customer Type	Contract Quantity	% of Total Contract Quantity	Cash Option \$19,656,000
Texas City	Municipal	11.50500	5.37322%	1,056,160.34
La Marque	Municipal	4.02700	1.88074%	369,679.07
WCID #1 Dickinson	Municipal	4.16500	1.94519%	382,347.48
Bacliff	Municipal	1.19000	0.55577%	109,242.14
Bayview	Municipal	0.38800	0.18121%	35,618.45
WCID #12 Kemah	Municipal	3.08700	1.44173%	283,386.96
San Leon	Municipal	1.78500	0.83365%	163,863.21
League City	Municipal	5.54400	2.58923%	508,939.84
Galveston	Municipal	20.99000	9.80303%	1,926,884.44
Hitchcock	Municipal	2.00000	0.93407%	183,600.23
WCID #8 Santa Fe	Municipal	1.65900	0.77481%	152,296.39
MUD #12 Bayou Vista	Municipal	0.45000	0.21017%	41,310.05
FWSD #6 Tiki Island	Municipal	0.81000	0.37830%	74,358.09
Sub Total		57.600	26.90113%	5,287,686.69

Total A&B Fund	214.11738	100.00000%	19,656,000.00
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City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.J.

AGENDA OF: City Council Meeting

INITIATED BY: *Trevor Surface, Utilities Field Operations Manager*

PRESENTED BY: *Trevor Surface, Utilities Field Operations Manager*

RESPONSIBLE DEPARTMENT: Public Works

AGENDA CAPTION:

Consideration of and action on authorization of a Contract with Accurate Utility Supply LLC, in the amount of \$228,825.00 through the BuyBoard Cooperative Purchasing Contract No. 717-23, for the purchase of water meters. This contract will automatically renew for four (4) additional one-year terms for a total contract amount of \$1,144,125.00.

RECOMMENDED ACTION:

Authorization and execution of a contract for purchasing water meters from Accurate Utilities Supply, LLC in an amount of \$228,825.00. The contract shall include four auto renewable years for a total contract amount of \$1,144,125.00 through the BuyBoard Cooperative Purchasing Contract No. 717-23.

EXECUTIVE SUMMARY:

Accurate, timely water consumption measurement is the primary means by which the Sugar Land Water Utilities Department enterprise produces revenue to cover its expenses, while charging each customer equitably. Essentially, these revenue water meters act as cash registers.

When these mechanical flowmeters become worn or are no longer operable, the Utilities Department increasingly loses revenue as more water gets delivered than is counted and billed. Timely replacing non-operable meters is critical to prevent revenue losses.

In addition to replacing these failed meters, the Utilities Department is also responsible for installing water meters for new service connections. We anticipate this number will increase in the coming years as new constructions occur around the City.

Accurate Utility Supply, LLC is the local supplier of meters manufactured by Badger Water Meters, which is the approved revenue meter type for our operations and is compatible with the City’s AMI. This type of meters is also best meets the conservation recommendations listed in the Integrated Water Resources Plan (IWRP).

To purchase replacement meters, we will be utilizing BuyBoard Contract 717-23 for this contract over the next five years.

This renewable contract is structured as a five-year agreement, which includes the original one-year term and an auto renewal for four additional one-year terms. In addition, the contract is structured as a unit price contract which enables Utilities to purchase as few or as many of the bid items as needed.

The Utilities Department recommends that City Council approves a contract with Accurate Utility Supply, LLC, in an amount of \$228,825.00, for the purchase of water meters. The contract shall have four auto renewable years for a total contract amount of \$1,144,125.00.

BUDGET

EXPENDITURE REQUIRED: \$228,825.00

CURRENT BUDGET: \$228,825.00

ADDITIONAL FUNDING: NA

FUNDING SOURCE:Utilities Operating Fund

ATTACHMENTS:

Description	Type
□ Signed Contract	Contracts

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
\$1M and Greater
(Rev. 1-16-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:



Date:

Date: 3/21/2025

Title:

Title: Vice President

Company: Accurate Utility Supply, LLC

MATTER NUMBER: 6003M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: Accurate Utility Supply, LLC
5445 Stockdick School Rd.
Katy, TX 77449

Description of Services: Water Meters

Maximum Contract Amount: \$1,144,125.00 (\$228,825.00/year x 5 years) + 2.5% CPI increase in years 2 – 5.

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

Termination Date: September 30, 2025

Renewal: The term of this Contract shall automatically renew without further documentation or agreement annually for four additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term.

Contract Parts: This Contract consists of the following parts:



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.K.

AGENDA OF: City Council Meeting

INITIATED BY: *Ruth Lohmer, Redevelopment Planning Manager*

PRESENTED BY: *Ruth Lohmer, Redevelopment Planning Manager*

RESPONSIBLE DEPARTMENT: Community Planning & Redevelopment

AGENDA CAPTION:

Consideration of and action on authorization of a Development Finance Agreement by and between the First Colony Municipal Utility District No. 10, Lake Pointe Owner LLC, and the City of Sugar Land, Texas, for financing public water and wastewater for The Pearl in Lake Pointe.

RECOMMENDED ACTION:

Staff recommends that the City Council approve a Development Financing Agreement with First Colony MUD 10 and Lake Pointe Owner, LLC.

EXECUTIVE SUMMARY:

First Colony Municipal Utility District (FCMUD) 10 and Lake Pointe Owner, LLC are entering into a Development Financing Agreement for financing the public water and wastewater facilities to serve The Pearl development in Lake Pointe. The parties have requested that the City also be party to the agreement to ensure that the City will honor the reimbursement agreement should FCMUD 10 be dissolved prior to reimbursements being paid. Staff has worked with legal representatives for the MUD and The Pearl to prepare the attached agreement.

Staff recommends that City Council approve the Development Financing Agreement with First Colony MUD 10 and Lake Pointe Owner, LLC.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
▣ Development Financing Agreement with FC MUD 10 and Lake Pointe Owner, LLC	Contracts

DEVELOPMENT FINANCING AGREEMENT
BETWEEN
FIRST COLONY MUNICIPAL UTILITY DISTRICT NO. 10
AND
LAKE POINTE OWNER, LLC

THIS DEVELOPMENT FINANCING AGREEMENT (this “Agreement”) is entered into as of the 8th day of January, 2025, by and between FIRST COLONY MUNICIPAL UTILITY DISTRICT NO. 10, a political subdivision of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, as amended (“District”); LAKE POINTE OWNER, LLC, a Texas limited liability company (“Developer”) (the District and Developer may each be referred to as a “Party” or, collectively, as the “Parties”); and the CITY OF SUGAR LAND, TEXAS, a home rule municipality and political subdivision of the State of Texas, solely for the provisions provided in Section 2.05 hereof.

RECITALS

WHEREAS, the District was organized for the purposes of, among others, providing water, sewer, drainage, and flood control facilities to serve the land within its boundaries; and

WHEREAS, the District is authorized to issue bonds for the purposes of acquiring and constructing water, sanitary sewer, drainage, and flood control facilities to serve the land within its boundaries, including the Tract (as described in Exhibit A attached to this Agreement); and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that it is in the best interest of the District to provide for the design, construction, and financing of the water, sanitary sewer, drainage, and flood control facilities to serve the Tract (the “Facilities”) although the District does not have sufficient funds at this time to finance the Facilities; and

WHEREAS, Developer is agreeable to advancing funds to or on behalf of the District for the purpose of financing the Facilities to serve the Tract until the District is in a position to reimburse Developer from the issuance of bonds or other sources of funding in accordance with this Agreement; and

WHEREAS, Developer desires to purchase the goods and proceed with the construction of the Facilities for the Project (as hereinafter defined) prior to the sale by the District of its bonds to pay therefor and is willing to purchase the necessary goods for, and provide the necessary services, personnel, goods, equipment and administration to design, construct, supervise, inspect, and finance the Project or portion thereof, provided that the District agrees to pay Developer for said goods and services out of

proceeds from the sale of future bond issues and/or maintenance and operations tax revenues, all as set forth herein. NOW, THEREFORE,

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the Parties contract and agree as follows:

ARTICLE I CONSTRUCTION OF THE PROJECT

Section 1.01: The Project. The “Project” shall be and include the design and construction of the Facilities to serve the Tract, whether designed and constructed in phases or at one time, including specifically, but not limited to: all engineering, testing, and expenses related to the Project. Developer agrees to cooperate with the District’s Engineer and to keep the District’s Engineer fully advised of its development plans. Developer shall determine the timing of construction of the Project so that the Tract may be developed pursuant to the development plans of Developer and shall notify the District and the District’s Engineer in writing when the Project needs to proceed. Upon receipt of such notification, design and construction of the Project shall proceed in accordance with Sections 1.02 and 1.03 of this Agreement.

Section 1.02: Design of the Project. All Facilities to be constructed as a part of the Project shall be designed by the Developer and approved by the District and the District’s engineer. The District’s engineer shall review and approve or disapprove such design in writing within 30 days of receipt of a request for approval from the Developer or the Developer’s engineer. In the event the District fails to respond within said 30-day period, such design shall be deemed approved. The Developer shall pay for the costs of such review, which shall not exceed \$5,000.00. The design of the Project shall be subject to the approval of all governmental entities with jurisdiction, including, without limitation, the City of Sugar Land, Fort Bend County, and the Texas Commission on Environmental Quality (the “TCEQ”), as applicable.

Section 1.03: Construction and Acquisition of Project.

(a) The Developer shall construct the Project in accordance with the plans approved by the District. All easements and rights-of-way, equipment, materials and supplies required in connection therewith shall be acquired in the name of the District; provided, however, all construction contracts entered into by the District and approved by Developer shall be guaranteed for payment by Developer according to the terms and conditions of a special endorsement in the construction contracts.

(b) The Project shall be installed, the construction contracts shall be awarded, and payment and performance bonds shall be obtained, all in the manner provided by general law for municipal utility districts and in full compliance with the

rules and regulations of the TCEQ and any other local, state, or federal agencies having jurisdiction.

(c) The Board shall review all bids received for the construction of the Project and shall authorize the award of the construction contracts in accordance with state laws related to competitive bidding requirements for municipal utility districts, provided that Developer authorizes such award. If Developer fails to authorize the award of the construction contract, the District shall reject the bids, and the Parties shall jointly determine whether to re-bid the Project or postpone construction.

(d) Subject to the provisions of Section 1.02, the District's Engineer shall serve as project engineer for the District on the Project. The District's Engineer shall advise and make periodic reports to the Board and Developer on the progress of construction, shall approve all pay estimates and change orders and shall submit the same to the Board and Developer for approval, and shall provide the appropriate level of inspection and observation during the construction of the Project. No changes to the plans and specifications or change orders to any construction contracts shall be made without approval by the Board and Developer, which approvals shall not be unreasonably withheld.

(e) The Project shall be constructed in the public right-of-way or in a drainage easement dedicated to the District. The District agrees to pursue reimbursement for the drainage easement to the greatest extent allowed by TCEQ rules. A preliminary summary of the estimated costs of the Project is attached as Exhibit B attached to this Agreement.

(f) The Project may be constructed in stages or by sections pursuant to development plans of Developer.

(g) [deleted].

(h) All off-site easement and land costs shall be reimbursed to Developer in accordance with the rules of the TCEQ.

Section 1.04: Advances by Developer. Developer hereby agrees to promptly advance sufficient funds to the District to cover costs of the Project as and when needed to make payment, or to pay such funds on behalf of the District, as such funds become due for the Project, including without limitation, all costs of design, engineering, materials, labor, construction, inspection and easements arising in connection with the Project; all payments arising under any contracts entered into as a part of the Project; all costs incurred in connection with obtaining governmental approvals, certificates or permits required as a part of the Project; all related legal fees; and all out-of-pocket expenses incurred in connection therewith. Alternatively, Developer may pay the costs of the Project directly to third-party vendors on behalf of the District in accordance with the terms of the District's standard addendum to construction contracts providing for direct payment from the Developer.

ARTICLE II
REIMBURSEMENT FOR FUNDS ADVANCED

Section 2.01: Conditions to Reimbursement.

(a) Assuming Developer's compliance with its representations and obligations in this Agreement, the District agrees to make all reasonable efforts to obtain approval for the sale of bonds and to sell the bonds for the purpose of reimbursing Developer at the earliest feasible date, based upon the recommendations of its attorney, financial advisor and Engineer in accordance with this Article II.

(b) The District agrees to make partial reimbursement(s) to Developer if the conditions set forth herein are satisfied; provided, however, the District shall not be required to sell bonds in an amount less than \$1,000,000 unless otherwise recommended by the District's financial advisor or unless such bonds are the final and full installment of reimbursement to Developer. The District shall be obligated to submit an application to the TCEQ if there are sufficient authorized but unissued bonds remaining and, following its approval, to sell bonds to reimburse Developer for portions of the Project when the following have occurred as related to the portion of the Project for which Developer is being reimbursed:

- (1) The applicable economic feasibility rules of the TCEQ are satisfied;
- (2) The TCEQ approves the issuance and sale of the bonds, if necessary;
- (3) The Attorney General of Texas approves the bonds;
- (4) The Comptroller of Public Accounts of the State of Texas registers the bonds;
- (5) The bonds can be marketed in the manner and at the time or times advised by the District's financial advisor; provided, however, that the District is not obligated to sell the bonds at a net effective interest rate exceeding two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of sale of the bonds is given; and
- (6) The District's financial advisor has determined that the assessed valuation of the Tract and all taxable improvements constructed and projected thereon would independently support the issuance of the bonds to reimburse the Developer at a debt service tax rate such that the Debt Service Tax Rate of the District does not exceed \$0.25 per \$100 of Assessed Valuation plus the city of Sugar Land rebate to the District.

(c) In order to determine whether the economic feasibility rules of the TCEQ are met, the District shall at least once each year request a certificate of estimated assessed valuation from the Fort Bend Appraisal District, and more frequently when requested to do so by Developer. The District shall pay the costs associated with preparation of the one estimate needed in connection with determining the feasibility of proceeding with a bond application or the issuance of bonds and Developer shall pay for costs associated with all other estimates requested by Developer.

(d) The percentage of reimbursement to Developer by the District shall be determined by the rules of the TCEQ existing at the time of sale of the bonds, if applicable, and the District shall be obligated to request TCEQ approval for 100% reimbursement of costs and to pay such percentage of reimbursement if allowed under the TCEQ rules.

(e) Upon consummation of the sale of the bonds and approval by the Board of Directors of the reimbursement audit performed in connection with each sale, the District agrees that it will pay Developer for all sums advanced to, or on behalf of, the District to the maximum extent permitted under the rules of the TCEQ, including payment of “developer interest” on the funds so advanced to or paid on behalf of the District.

Section 2.02: Developer’s Obligations. Developer shall comply with all of the conditions of the City of Sugar Land’s ordinance granting consent to the creation of the District and with all requirements of the TCEQ, as the same now exist or may hereafter exist relating to the development of the Tract. Developer further agrees that the reimbursement by the District may be in stages as portions of the Tract are developed and as the assessed valuation of the District increases. In connection with the reimbursements to Developer, Developer must provide all information that may be required by the District, its financial advisor, engineer and/or attorney in connection with the preparation of the bond application and the Preliminary Official Statement or other disclosure documents related to the sale of the bonds and must provide sufficient information to the District’s auditor in order that the District’s auditor may perform a reimbursement audit in accordance with the rules of the TCEQ following the sale of the bonds.

Section 2.03: Alternative Source of Funds. In the event that the District determines that it has surplus funds available from prior bond issues or operating funds which legally may be used for such purposes, the District may utilize such funds to reimburse Developer for payments made for the Project rather than to issue bonds to the extent allowed by the rules of the TCEQ; provided, however, the Parties shall be required to substantially comply with the same terms and conditions of this Article II as if bond funds were to be issued for such purpose. The District shall make reasonable efforts to reimburse Developer with cash payments from such surplus funds before the issuance of bonds if the District has such cash that has not otherwise been earmarked for projects that have been initiated or approved as of the date of this Agreement, provided however, nothing in this paragraph shall be construed to limit the District’s flexibility in determining which sources of funds to use to reimburse Developer.

Section 2.04: Reimbursement by District. Upon the approval by the TCEQ of the sale of bonds (and following Attorney General of Texas approval) and approval by the Board of Directors of the reimbursement audit, the District agrees that it will pay Developer to the maximum extent permitted by the TCEQ, including payment of interest on the funds so advanced to or paid on behalf of the District by Developer calculated in accordance with the order and rules of the TCEQ. Notwithstanding any provision hereof, the District shall calculate the amount of reimbursement by the District under this Agreement based on the taxable value of the Tract on a “stand alone” basis at the assumed tax rate provided in Section 2.01(b) above.

Section 2.05: City of Sugar Land Utility Agreement. The District and the City of Sugar Land (the “City”) have entered into a Utility Agreement originally dated as of March 2, 2004, as amended (the “Utility Agreement”) that provides for the terms and conditions by which the District conveys certain facilities to the City and the City agrees to make tax rebate payments to the District. The Utility Agreement provides that the City may dissolve the District and assume the District’s assets and liability on certain conditions. The District and the City agree that the District is more than 90% developed but less than 100% developed for the purposes of Section 2.16 of the Utility Agreement (pertaining to the conditions of dissolution of the District). The City agrees that the District’s obligation to reimburse the Developer under this Agreement would qualify as a condition limiting the City’s authority to dissolve the District. Further, the City agrees that it will not act to dissolve the District before the Developer is fully reimbursed for the Project unless the City agrees to assume the obligation to reimburse the Developer for the Project to the extent not yet reimbursed by the District. The City further agrees that the District may use utility tax rebates provided for in Section 2.17 of the Utility Agreement to pay for some or all of the reimbursements provided for in this Agreement in lieu of issuing bonds.

ARTICLE III

REPRESENTATIONS

Section 3.01: Representations by Developer. Developer represents that:

(a) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by the governing organizational documents of Developer.

(b) This Agreement and the representations and covenants contained herein, and the consummation of the transactions contemplated herein, will not violate or constitute a breach of any contract or other agreement to which Developer is a party.

(c) Developer will not claim any agricultural or open space use valuation, or any other type of exemption or valuation, for the Tract that would reduce the assessed value of the Tract below its market value for purposes of ad valorem taxation

by the District. A waiver of this special valuation shall be executed and delivered to the District as required by TCEQ rules.

Section 3.02: Representations by District. The District represents and covenants that it will:

(a) use its best efforts to prepare the necessary materials and reports to be filed with the TCEQ for approval of bond issues in an amount sufficient to, among other things, reimburse Developer in a timely manner in accordance with this Agreement. The District shall commence preparation of a bond application, unless the District and Developer jointly determine such application is not timely, no later than at the time the Facilities within a specific portion of the Tract are certified as complete by the District's engineer, including, if applicable, a request for an exemption from certain requirements of the TCEQ economic feasibility rules applicable to the debt to assessed value ratio of the District and/or any acceptable credit rating;

(b) use its best efforts to market and sell its bonds in the manner set forth herein;

(c) use its best efforts to obtain the approval of the Attorney General of Texas of the bonds;

(d) use its best efforts to reimburse Developer upon the terms set forth herein at the earliest practicable time.

ARTICLE IV DEFAULT

Section 4.01: Default by Developer. In the event of default by Developer, the District shall be entitled to

(a) assume the outstanding contracts and prosecute construction of the Facilities to conclusion. In the event the District exercises this option, the District shall reimburse Developer the amount of the Project costs incurred or advanced by Developer, less all additional costs incurred by the District, if any, in prosecuting completion of the Facilities due to the default, when it is able to issue bonds to finance the particular Facilities; and

(b) seek or pursue all other remedies provided by law, except termination of this Agreement.

Section 4.02: Default by Either Party. In the event of default by either Party hereto, either Party may employ attorneys to pursue its legal rights; and the prevailing Party shall be entitled to payment by the other Party of all reasonable attorneys' fees incurred by the prevailing Party. Neither Party shall be deemed in default until given written notice and at least 30 days' time to cure.

Section 4.03: Limited Waiver of Sovereign Immunity. The District agrees that this Agreement shall constitute a contract for providing goods and services to the District, subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code. Further, to the extent allowed by law, the District waives its rights to sovereign immunity as to an action in equity by Developer for a writ of mandamus or specific performance to enforce all the terms of this Agreement. The District does not waive its rights to sovereign immunity for any other actions permitted by law or for any amount of money beyond the amounts provided in Article II herein.

ARTICLE V MISCELLANEOUS

Section 5.01: Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 5.02: Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the Parties.

Section 5.03: Assignability. This Agreement shall be assignable, in whole or in part, to an entity related to Developer or a joint venture partner of Developer upon written notice to the District. Except as provided in the preceding sentence, this Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Upon the request of Developer, the District shall acknowledge an assignment of the right to reimbursement hereunder to a lender or any permitted assignee of Developer, so long as said lender is not granted a lien upon any of the Facilities constructed as part of the Project and agrees in writing to execute a release and receipt of payment upon any reimbursement.

Section 5.04: Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement shall never be considered or given any effect in construing this Agreement.

Section 5.05: Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 5.06: Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall never be construed to confer any benefit upon any third party, except the successor in title to the Tract.

Section 5.07: Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of either Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure”, as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, pandemics, national or state health crises, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water necessary for operation of the sewer system, or of the District to receive waste, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which are not within the control of either Party, which either Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected Party.

Section 5.08. Waiver of Immunity. The District and the Developer acknowledge and agree that this Agreement constitutes an agreement for providing goods and/or services to the District, and is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute.

Section 5.09. Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, the Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott Israel. The term “boycott Israel” as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

Section 5.10. Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, the Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas

Government Code. The term “foreign terrorist organization” in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code.

Section 5.11. Verification Regarding Energy Company Boycotts. Pursuant to Chapter 2274 of the Texas Government Code, as amended, the Developer hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott energy companies. The term “boycott energy companies” as used in this paragraph has the meaning assigned to it in Section 809.001 of the Texas Government Code, as amended.

Section 5.12. Verification Regarding Discrimination Against Firearm Entity or Trade Association. Pursuant to Chapter 2274 of the Texas Government Code, as amended, the Developer hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Developer, any of its parent companies, and any of its common-control affiliates (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. The term “discriminate against a firearm entity or firearm trade association” as used in this paragraph has the meaning assigned to it in Section 2274.001 of the Texas Government Code, as amended.

Section 5.13: Term. Except as otherwise provided herein, this Agreement shall be in force and effect for a term of 40 years from the date of this Agreement or until the transactions contemplated herein are consummated, whichever first occurs; provided, however, that Developer’s obligations under this Agreement are contingent upon Developer (or its permitted assignee) acquiring the Tract, and if Developer (or its permitted assignee) fails to acquire the Tract within two years of the date of this Agreement, this Agreement shall be void and of no further force and effect.

Section 5.14: Contracting Information.

(a) As required by Subchapter J, Chapter 552, Government Code, Developer agrees that it will:

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the District for the duration of this Agreement;
- (2) promptly provide to the District any contracting information related to this Agreement that is in the custody or possession of Developer on request of the District; and

(3) on completion of this Agreement, either:

- a. provide at no cost to the District all contracting information related to this Agreement that is in the custody or possession of Developer; or
- b. preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the District.

(b) For purposes of this section, “contracting information” has the meaning assigned by Section 552.003, Texas Government Code.

Section 5.15: Recitals. The findings made in the Recitals to this Agreement are hereby incorporated into this Agreement as if written in full therein.

Section 5.16: Notice. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery or email or facsimile transmission or two (2) business days after being deposited in the U. S. Mail, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service with instructions for delivery on the next business day, addressed as set forth below their signature lines. A party may change its address for notice by giving notice of change of address in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

[EXECUTION PAGES FOLLOW]

FIRST COLONY MUNICIPAL UTILITY
DISTRICT NO. 10

By: LC
President, Board of Directors

ATTEST:

By: John E. Payer
Secretary, Board of Directors


(SEAL)



Address for notice purposes:

First Colony Municipal Utility District No. 10
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

LAKE POINTE OWNER, LLC,
a Texas limited liability company



Nick Laettner, its Vice President

Address for notice purposes:

3000 Richmond Ave.
Houston, Texas 77098
Attn: Nick Laettner
Email: nickl@morgangroup.com

With a copy to:

3000 Richmond Ave.
Houston, Texas 77098
Attn: Rosalind McLeroy, Esq.
Email: rosalindm@morgangroup.com

CITY OF SUGAR LAND, TEXAS,
a home-rule municipality and political
subdivision of the State of Texas

By: _____
Mayor

ATTEST:

By: _____
City Secretary

Address for notice purposes:

Email:

With a copy to:

Email:

Exhibit A

Property Description of Tract

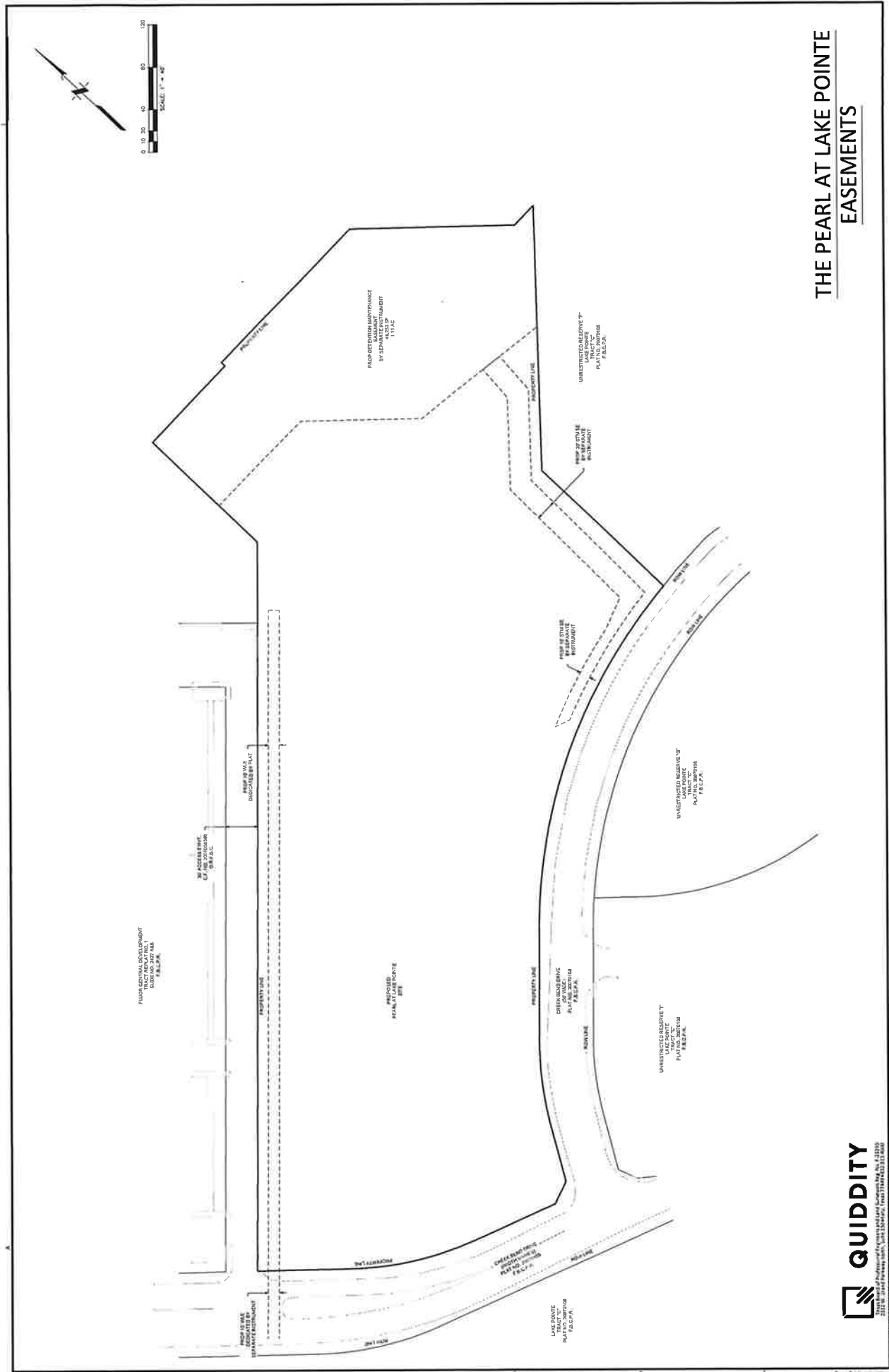


Exhibit B

Schedule of Cost of Project

SUMMARY OF COSTS
FIRST COLONY MUNICIPAL UTILITY DISTRICT 10

Construction Costs	Total Amount
A. Developer Contribution Items	
1. Shared Facilities - Lake Pointe Sugar Land	\$ 445,097
2. Engineering	90,700
3. Testing and SWPPP	<u>8,902</u> ⁽¹⁾
Total Developer Contribution Items	\$ 535,797
B. District Items	
1. Land Acquisition	<u>\$ 1,654,274</u> ⁽²⁾
Total District Contribution Items	\$ 1,654,274
TOTAL CONSTRUCTION ITEMS	\$ 2,190,071
 Non-Construction Costs Not Included	
 TOTAL	 \$ 2,190,071

⁽¹⁾ Assumes 2% of Construction Cost

⁽²⁾ Refer to Attachment X (a)

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
SHARED FACILITIES - LAKE POINTE SUGAR LAND**

January 7, 2025

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
A. Water Facilities Relocation					
1.	Removal of Existing 8" Water Line	L.F.	340	\$ 35	\$ 11,900
2.	8" Water Line (Incl. Appurtenances)	L.F.	700	65	45,500
3.	Fire Hydrant	Ea.	3	6,500	19,500
4.	Wet Connect	Ea.	2	1,000	2,000
Water Items Subtotal					\$ 78,900
B. Detention Basin & Storm Sewer Outfall					
5.	Site Preparation of Excavation and Fill Areas (Incl. Tree Removal)	Ac.	2.0	\$ 3,500	\$ 7,000
6.	Excavation of Detention Pond	C.Y.	5,646	5.00	28,228
7.	Haul Spread and Compact On-Site	C.Y.	5,646	8.00	45,164
8.	Backslope Interceptor Swale	L.F.	450	5.00	2,250
9.	Backslope Interceptor Structure	Ea.	2	5,000	10,000
10.	E-Inlet	Ea.	1	6,000	6,000
11.	Outfalls to Basin (incl. Slope Paving)	Ea.	3	8,000	24,000
12.	Concrete Pilot Channel	S.Y.	160	110	17,600
13.	Turf Establishment	Ac.	2.0	4,000	8,000
14.	Extreme Event Overflow Weir to Fire Lane	S.Y.	50	100	5,000
15.	Storm Sewer Manhole	Ea.	8	6,000	48,000
16.	10" HDPE (All Depths) ⁽⁴⁾	L.F.	10	75	750
17.	24" HDPE (All Depths) ⁽⁴⁾	L.F.	105	90	9,450
18.	30" HDPE (All Depths) ⁽⁴⁾	L.F.	470	120	56,400
19.	30" RCP (All Depths) ⁽⁴⁾	L.F.	10	150	1,500
Detention Basin Subtotal					\$ 269,342
C. Miscellaneous					
20.	Move-in & Start Up	L.S.	1	\$ 25,000	\$ 25,000
21.	Trench Safety	L.F.	1,295	1	1,295
22.	SWPPP	L.S.	1	7,500	7,500
23.	Tree Protection	L.S.	1	5,000	5,000
Miscellaneous Subtotal					\$ 38,795
Subtotal ⁽¹⁾					\$ 387,037
Contingencies ⁽²⁾					\$ 58,060
Engineering ⁽³⁾					\$ 66,765
TOTAL					\$ 511,862

This Document is Released for the Purpose of:
General Financial Planning
Under the Authority of:
Engineer: Logan Haffelder P.E.
License No.: 149797
It is Preliminary in Nature and not to be Used for Feasibility of
Land Purchases, Bond Applications, Loans or Grants.

Notes:

- ⁽¹⁾ Cost estimate based on site plan received on 2/21/23 (V16).
⁽²⁾ Contingencies include a 15% cost for additional, unseen, and future costs from time of proposal.
⁽³⁾ Engineering services included at 15% of subtotal plus contingencies.
⁽⁴⁾ Quantity assumes length of outfall from detention pond to Creek Bend Drive ROW.
⁽⁵⁾ Overhead power re-route to be provided in a separate scope of work.
⁽⁶⁾ Refer to attached exhibit, "Detention Pond Analysis with Dog Park", for items within this scope of work.

ATTACHMENT X (a)
LAND ACQUISITION CALCULATIONS

Parcel 1: 1.1074-Acres

<u>Total Acreage</u>	<u>Purchase Date</u>	<u>Amount</u>
6.46	May 3, 2024	\$ 9,000,000.00
		<u>Cost per Acre</u>
		\$ 1,393,922.50
<u>Detention Acreage</u>		<u>1.1074-Acre Cost</u>
1.1074		\$ 1,543,629.77
	Interest Rate:	5.75%
	Anticipated Reimbursement Date :	8/1/2025
	Interest Cost: \$	110,644.42
		<u>1.1074-Acre Cost</u>
	\$	1,654,274.20
TOTAL LAND ACQUISITION COST: \$		1,654,274.20



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: IV.L.

AGENDA OF: City Council Meeting

INITIATED BY: *Ashley Newsome, Deputy City Secretary*

PRESENTED BY: *Linda Mendenhall, City Clerk*

RESPONSIBLE DEPARTMENT: City Secretary

AGENDA CAPTION:

Consideration of and action on the minutes of the April 1, 2025 meeting.

RECOMMENDED ACTION:

Consider the minutes of the April 1, 2025 meeting.

EXECUTIVE SUMMARY:

Consider the minutes of the April 1, 2025 meeting.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
▯ 040125cc_mintues	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

TUESDAY, APRIL 1, 2025

CITY COUNCIL MEETING MINUTES

5:00 PM

Council Chamber

I. ATTENTION

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

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

QUORUM PRESENT

The City Council meeting started at 5:01 p.m.

All members of the City Council were present except for Councilmember Jennifer Lane.

INVOCATION

Mayor Joe Zimmerman

PLEDGES OF ALLEGIANCE

Mayor Joe Zimmerman

RECOGNITION

**LEE C. LENNARD, PE
2025 HOUSTON ENGINEER OF THE YEAR**

HOUSTON ENGINEERS WEEK

Joe Zimmerman, Mayor

DAY OF COMMUNITY SERVICE

APRIL 12, 2025

*Carrie Paxton-Lamke, Assistant Director of Communications & Community Engagement;
Nicole Guevara, Assistant Director of Neighborhood Services; Carly Thompson,
Communications & Community Engagement Manager; and Jake Holland, Communications &
Community Engagement Coordinator*

II. PUBLIC COMMENT

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

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

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

The following member of the public addressed the City Council:

- Caleb Kirkpatrick spoke in favor of agenda item IV-A.

III. CONSENT AGENDA

- A. Consideration of and action on authorization of Change Order No. 1 to the Contract with Ballast Point Construction, Inc., in the amount of \$134,444.37, for drainage and paving associated equipment for the Covington West & Imperial Woods Drainage Project, CIP CDR2201.

Timothy Jahn, Senior Engineering Manager

- B. Consideration of and action on authorization of a Contract with King Solution Services LLC, in the amount of \$1,971,177.50, for construction services for the Wastewater Collection System Rehabilitation Project, CIP CWW2304.

Idahosa Igbino, Senior Project Manager

- C. Consideration of and action on authorization of a Contract with Frost Construction Company, Inc., in the amount of \$406,500.00, for modular buildings site plan services for the Police Headquarters Renovations Project, CIP CMU2403.

Timothy Jahn, Senior Engineering Manager and Gregory Suter, Police Captain

- D.** Consideration of and action on authorization of Amendment No. 1 to the Five-Year Contract with Flock Group, Inc., in the amounts of \$422,250.00 for Years Three – Five and \$210,880.64 for ratification of expenditures in Years One – Two, for the replacement, software, and consolidation of leasing contracts of fifty-three (53) additional license plate recognition cameras, for a total amendment amount of \$633,130.64; and a total contract amount of \$1,685,980.64.

Jesse Huang, Police Lieutenant - Professional Services

- E.** Consideration of and action on authorization of an Interlocal Agreement with First Colony Management District, for security camera system and monitoring center access.

Chris Thompson, Police Captain, Patrol

- F.** Consideration of and action on authorization of a Contract with MES Service Company LLC, in the amount of \$128,663.95 through the BuyBoard Cooperative Purchasing Contract No. 698-23, for the purchase and installation of a breathing air compressor, fill station, and associated equipment.

Mark Campise, Fire Chief

- G.** Consideration of and action on authorization of Amendment No. 1 to the Interlocal Agreement with Fort Bend County, Texas, increasing the Fort Bend County contribution by \$2,000,000.00 for University Boulevard Funding; and authorization of a Budget Amendment in the amount of \$2,000,000.00 to revenues and expenditures.

Huy Ton, Senior Engineering Manager

- H.** Consideration of and action on authorization of a Contract with Blue Ox Construction, Inc., in the amount of \$288,600.00 through the Choice Partners Cooperative Purchasing Contract No. 21/039MR, for construction services for the City Secretary Suite Renovations.

Carla Barrios, Engineer II

- I.** Consideration of and action on authorization to reject all bids received for the City Park Pickleball Court Project, Invitation to Bid No. 2025-009.

William Hajdik, Assistant Director of Parks and Recreation

- J.** Consideration of and action on the minutes of the March 18, 2025 meeting.

Linda Mendenhall, City Clerk

A motion to **Approve**, Item III-J, Approval of consent agenda items A through J, was made by Suzanne Whatley and seconded by Naushad Kermally, the

motion **Passed**.

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

Absent: Lane

IV. ORDINANCES AND RESOLUTIONS

- A. FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2372**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2, ARTICLE IV OF THE CODE OF ORDINANCES BY ADOPTING A REVISED CODE OF ETHICAL CONDUCT.

Meredith Riede, City Attorney / Executive Director

Meredith Riede, City Attorney / Executive Director, gave a presentation, made comments and answered questions from the Council.

A motion to **Approve**, Item IV-A, Approval of Ordinance 2372 on first reading, was made by Joe Zimmerman and seconded by Naushad Kermally, the motion **Passed**.

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

Absent: Lane

- B.** Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-20**: A RESOLUTION APPROVING AND AUTHORIZING THE CITY OF SUGAR LAND TO ENTER INTO AN AGREEMENT WITH THE SUGAR LAND DEVELOPMENT CORPORATION REGARDING SITE IMPROVEMENTS IN THE IMPERIAL HISTORIC DISTRICT FOR ECONOMIC DEVELOPMENT PURPOSES.

Devon Rodriguez, Director of Redevelopment

Devon Rodriguez, Director of Redevelopment, gave a presentation, made comments and answered questions from the Council.

A motion to **Approve**, Item IV-B, Approval of the City of Sugar Land to enter into an agreement with the Sugar Land Development Corporation regarding site improvements in the Imperial Historic District for economic development purposes, was made by Joe Zimmerman and seconded by Suzanne Whatley, the motion **Passed**.

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

Absent: Lane

- C. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-21**: A RESOLUTION APPROVING AND AUTHORIZING THE CITY OF SUGAR LAND TO ENTER INTO AN AGREEMENT WITH THE SUGAR LAND 4B CORPORATION REGARDING THE RESTORATION AND IMPROVEMENT OF HISTORIC STRUCTURES IN THE IMPERIAL HISTORIC DISTRICT FOR ECONOMIC DEVELOPMENT PURPOSES.

Devon Rodriguez, Director of Redevelopment

Devon Rodriguez, Director of Redevelopment, gave a presentation, made comments and answered questions from the Council.

A motion to **Approve**, Item III-C, Approval of the City of Sugar Land to enter into an agreement with the Sugar Land 4B Corporation regarding the restoration and improvement of historic structures in the Imperial Historic District for economic development purposes, was made by Joe Zimmerman and seconded by Naushad Kermally, the motion **Passed**.

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

Absent: Lane

V. **PUBLIC HEARINGS**

- A. **PUBLIC HEARING 5:30 P.M.**: Receive and hear all persons desiring to be heard on the proposed rezoning of 8.041 acres from Interim Standard Single-Family Residential District (R-1-I) to Lexington Commons Planned Development Final Development Plan located between U.S. Highway 59 and Lexington Boulevard alongside Ditch "H", further described as 8.041 acres of land located in the Alexander Hodge League, Abstract 32, and being a portion of Tract 5, Part 5 as described in Slide No. 1655B and 1656A F.B.C.P.R.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2371**: 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 PLANNED DEVELOPMENT (PD) DISTRICT - FINAL DEVELOPMENT PLAN FOR LEXINGTON COMMONS, APPROXIMATELY 8.041 ACRES OF LAND LOCATED BETWEEN U.S. HIGHWAY 59 AND LEXINGTON BOULEVARD ALONGSIDE DITCH "H".

Jessica Echols, Senior Planner

Jessica Echols, Senior Planner, gave a presentation, made comments and answered questions from the Council.

Mayor Joe Zimmerman opened the public hearing at 5:50 p.m.

The following members of the public addressed the Council during the public hearing:

- Jack Mann spoke in favor of agenda item V-A.
- Mark Levenson spoke in favor of agenda item V-A.
- Kolbe Curtice spoke in favor of agenda item V-A
- Dr. Premal Joshi spoke in favor of agenda V-A.
- Glenn Howard spoke in favor of agenda item V-A
- Josh Norris spoke in favor of agenda item V-A.
- Chid Chidambaram spoke in favor of agenda item V-A.
- Caleb Kirkpatrick spoke in favor of agenda item V-A.

Mayor Zimmerman closed the public hearing at 6:04 p.m.

A motion to **Approve**, Item V-A, Approval of the First Reading of Ordinance No. 2371 for the Lexington Commons PD – Final Development Plan, was made by Carol McCutcheon and seconded by Stewart Jacobson, the motion **Passed**.

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

Absent: Lane

VI. CITY COUNCIL AND CITY MANAGER REPORTS

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

Mayor Zimmerman deferred both the City Council and City Manager reports to the next City Council meeting.

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

VII. ADJOURNMENT

A motion to **Approve**, Adjournment at 6:05 p.m., was made by Carol McCutcheon and seconded by Joe Zimmerman, the motion **Passed**.

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

Absent: Lane

Linda Mendenhall, City Clerk





City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: V.A.

AGENDA OF: City Council Meeting

INITIATED BY: *Sandra Stroud, Sugar Land Animal Services, Administrative Manager*

PRESENTED BY: *Sandra Stroud, Administrative Manager - Sugar Land Animal Services*

RESPONSIBLE DEPARTMENT: Animal Services

AGENDA CAPTION:

Consideration of and action on acceptance of monetary donations, in the amount of \$8,594.62, for adoption efforts and animal welfare community education efforts for the Animal Shelter.

RECOMMENDED ACTION:

Recognition and acceptance of donations to Sugar Land Animal Shelter in the amount of \$8,594.62.

EXECUTIVE SUMMARY:

The Animal Services Department receives donations from residents, non-residents, and businesses throughout the year. The City's donations policy requires any donation exceeding \$250.00 to be formally accepted by the City Council. Since the last donation acceptance by the City Council in December 2024, the Animal Services Division has received 10 donations that total over \$250.00, which are detailed below totaling \$6,700.43. We have also received 27 donations under \$250.00, totaling \$1,894.19.

Anonymous	\$500.00

Anonymous	\$1,000.00
Douglas Kaye	\$250.00
Misty's Pet Grooming Inc.	\$1,000.00
Donna Hammond	\$1,000.00
Nancy Burkhart	\$500.00
Kendra Scott	\$718.93
Ajit Thakkar	\$300.00
Best Friends Animal Society	\$750.00
Brian White	\$681.50
Total	\$6,700.43

In total, the City has received 37 monetary donations for a total amount of \$8,594.62 for the animal shelter. The Animal Services Department recommends that the City Council accept donations in the amount of \$8,594.62 for the animal shelter. These funds are dedicated to the care of and adoption efforts for the animal shelter residents and community-wide animal welfare education efforts.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: VI.A.

AGENDA OF: City Council Meeting

INITIATED BY: *Ruth Lohmer, Redevelopment Planning Manager*

PRESENTED BY: *Ruth Lohmer, Redevelopment Planning Manager*

RESPONSIBLE DEPARTMENT: Community Planning & Redevelopment

AGENDA CAPTION:

PUBLIC HEARING 5:30 P.M.: Receive and hear all persons desiring to be heard on the proposed amendment Future Land Use Map of the Land Use Plan.

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

RECOMMENDED ACTION:

Hold public hearing and consider on first reading Ordinance No. 2366 amending the Future Land Use Map for the Imperial Highway 6 area from Regional Commercial and Services to Neighborhood Activity Center.

EXECUTIVE SUMMARY:

The purpose of this agenda item is to hold a public hearing and consider on first reading Ordinance No. 2366, amending the Future Land Use Map in Section 5 of Chapter 6 Land Use Plan of the Comprehensive Plan.

Background

The proposed amendment to the Future Land Use Map for the Imperial (Hwy 6) area, located between Imperial Boulevard and Crown Garden Trail aims to change the land use designation from Regional Commercial and Services to Neighborhood Activity Center, enabling compact residential development alongside a mix of commercial and office uses. This amendment reinforces the Land Use Plan's objective of "provid[ing] housing opportunities to meet the needs for people of all ages and in all stages of life."

The proposed change addresses the area's prolonged vacancy and ongoing inquiries about residential uses on the property. It aligns with Goal 3: Encouraging Residential Options in the City's Land Use Plan, and supports City Council's Strategic Action Plan initiative, Fostering Sensitive Redevelopment, which prioritizes forward-thinking housing solutions. As noted on page 47 of the Land Use Plan, "smaller scale single-family options should be located adjacent to or part of Regional or Neighborhood Activity Centers and serve as a transition between the activity in these Centers and existing single-family homes."

The Neighborhood Activity Center designation promotes a walkable, mixed-use environment. Zoning regulations, including the coinciding consideration of a PD General Development Plan and future Final Development Plans, will help further refine this vision.

Planning & Zoning Commission Review

The Commission held a public hearing on January 23, 2027 and unanimously recommended approval of the Future Land Use Map amendment. The Commission simultaneously discussed the Future Land Use Map amendment with the corresponding PD General Development Plan. The public comment and Commission discussion focused largely on the PD General Development Plan rather than the Future Land Use Map amendment.

Public Hearing

All requirements of public hearing notification have been met, including placing the notice in the newspaper and sending it to property owners within 200 feet. Since the notice area is that same for the PD General Development Plan, the two notices, along with an informational document, were sent together. To date staff has not received any inquiries or opposition to the proposed amendment.

Recommendation

The Planning and Zoning Commission unanimously recommended approval of the Future Land Use Map amendment from Regional Commercial and Services to Neighborhood Activity Center for the Imperial Highway 6 area.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2366	Ordinances
▣ Future Land Use Map - Exsting vs. Proposed	Maps
▣ Neighborhood Activity Center Description	Other Supporting Documents
▣ Compact Residential Examples	Other Supporting Documents
▣ Public Hearing Notice	Other Supporting Documents

ORDINANCE NO. 2366

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE LAND USE DESIGNATION OF THE IMPERIAL (HWY 6) AREA ON THE FUTURE LAND USE MAP IN SECTION 5 OF CHAPTER 6 LAND USE PLAN OF THE CITY OF SUGAR LAND COMPREHENSIVE PLAN.

WHEREAS, Chapter 213 of the Local Government Code authorizes the City to adopt a comprehensive plan for the long-range development of the City; and

WHEREAS, the plan may:

- (1) Include provisions on land use, transportation, and public facilities;
- (2) Consist of a single plan or a coordinated set of plans organized by subject matter and geographic area; and
- (3) Be used to coordinate and guide the establishment of development regulations; and

WHEREAS, by the adoption of Ordinance No. 2119 on August 7, 2018, the City Council approved an update to Chapter 6 Land Use Plan of the City of Sugar Land Comprehensive Plan; and

WHEREAS, the City wishes to amend the Future Land Use Map in Section 5 of Chapter 6 Land Use Plan for the Imperial (Hwy 6) area, approximately 53 acres of land located between Imperial Boulevard and Crown Garden Trail, by changing the land use designation from Regional Commercial and Services to Neighborhood Activity Center; and

WHEREAS, the proposed amendment has been reviewed by the City's Planning and Zoning Commission, as required by law, and the Planning and Zoning Commission held a public hearing on the amendment to the Land Use Plan on January 23, 2025; and

WHEREAS, the Planning and Zoning Commission recommended approval of the amendment; and

WHEREAS, the City Council held a public hearing on the amendment to the Land Use Plan on April 15, 2025, at which the public was given an opportunity to give testimony and present written evidence as required by law; and

WHEREAS, the City Council finds that the Land Use Plan amendment complies with the City's Comprehensive Plan and now deems it appropriate to make such revisions to the Imperial (Hwy 6) area of the Future Land Use Map; NOW, THEREFORE:

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

Section 1. That the facts and recitations set forth in the preamble to this ordinance are hereby declared true and correct and are incorporated herein.

Section 2. That the Future Land Use Map in Section 5 of Chapter 6 Land Use Plan of the City of Sugar Land Comprehensive Plan is amended as shown on Exhibit A, attached to and incorporated into this ordinance.

APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:



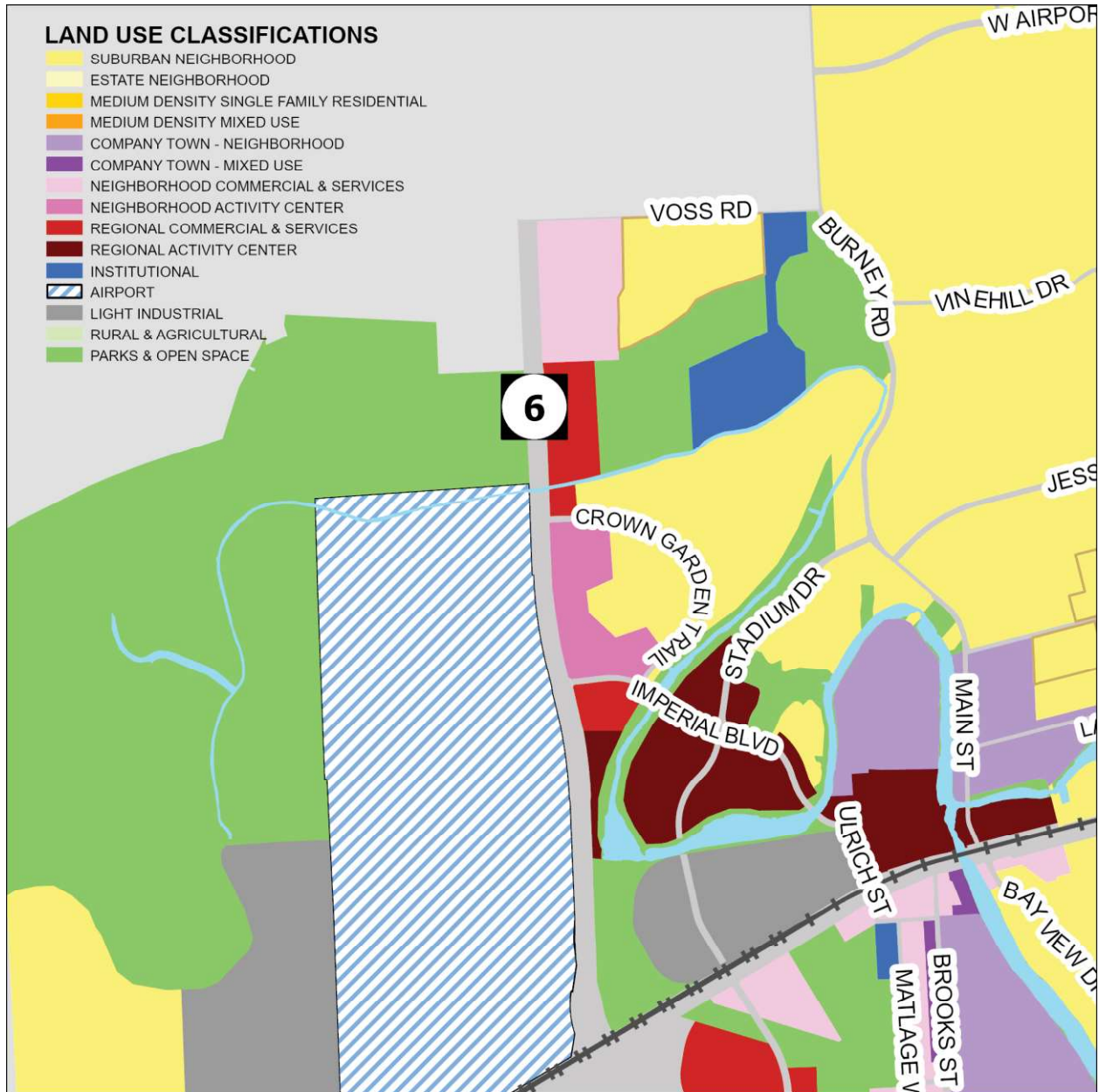
Linda Mendenhall, City Clerk

Attachment:

Exhibit A: Area of Proposed Change to Future Land Use Map - Imperial (Hwy 6) Area

Exhibit A

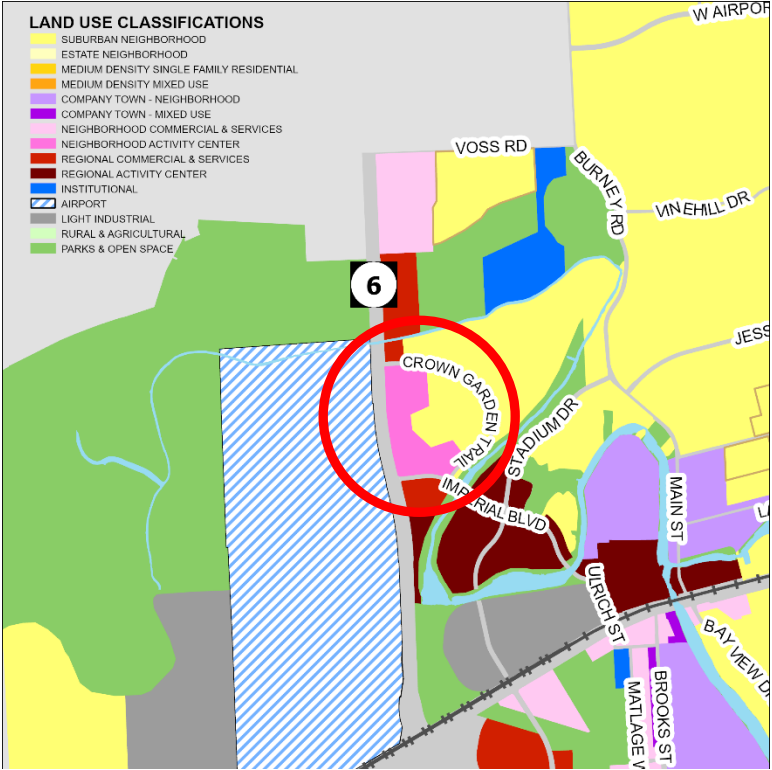
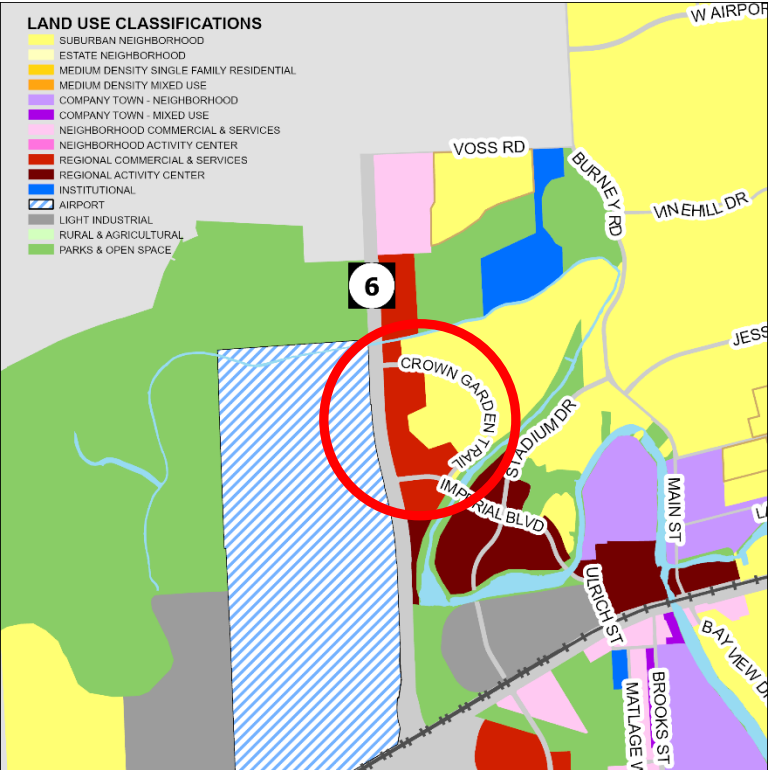
Area of Proposed Change to Future Land Use Map - Imperial (Hwy 6) Area



Future Land Use Map Existing vs. Proposed

Existing

Proposed





Neighborhood Activity Center (NAC)

This category envisions Neighborhood Activity Centers to be small commercial centers that act as a “main street” for nearby neighborhoods. Neighborhood Activity Centers will be mixed use and walkable and they will be small in scale and designed to serve the surrounding neighborhoods. They should include retail, may also include office space for small companies and professionals, and compact forms of residential such as townhomes, urban homes, cottage court homes, senior living and multi-family (condo ownership or rental). Where multi-family is included in the redevelopment of an area designated as a Neighborhood Activity Center, it should be vertically mixed with other uses or activate the adjacent pedestrian realm in another way (See Goal 3, Policy c).

Buildings in Neighborhood Activity Centers can range from low-rise to mid-rise, but mid-rise buildings should be located at least 250 feet away from any detached single-family residential. Each Neighborhood Activity Center should be designed to be walkable, with buildings facing onto wide sidewalks that provide lighting, shade, and other pedestrian amenities. Each should have a small central public space for gathering.

Neighborhood Activity Centers are located on Arterial streets (as defined by the Thoroughfare Plan) and should be linked to the surrounding neighborhoods by hike and bike trails.

Low Rise: 1-3 stories Mid Rise: 4-6 stories High Rise: 7+ stories



Neighborhood Activity Centers may be created through redevelopment of existing commercial properties or as part of new developments. This category could be implemented through the Planned Development (PD) zoning district. The City may also consider creating a standard zoning designation for Neighborhood Activity Centers with development regulations that govern scale, walkability, and compatibility with adjacent uses. A school impact analysis should be performed if residential is proposed in a Neighborhood Activity Center.



Examples of Compact Residential:
Townhomes, Urban Homes and
Live/Work





NOTICE OF PUBLIC HEARING

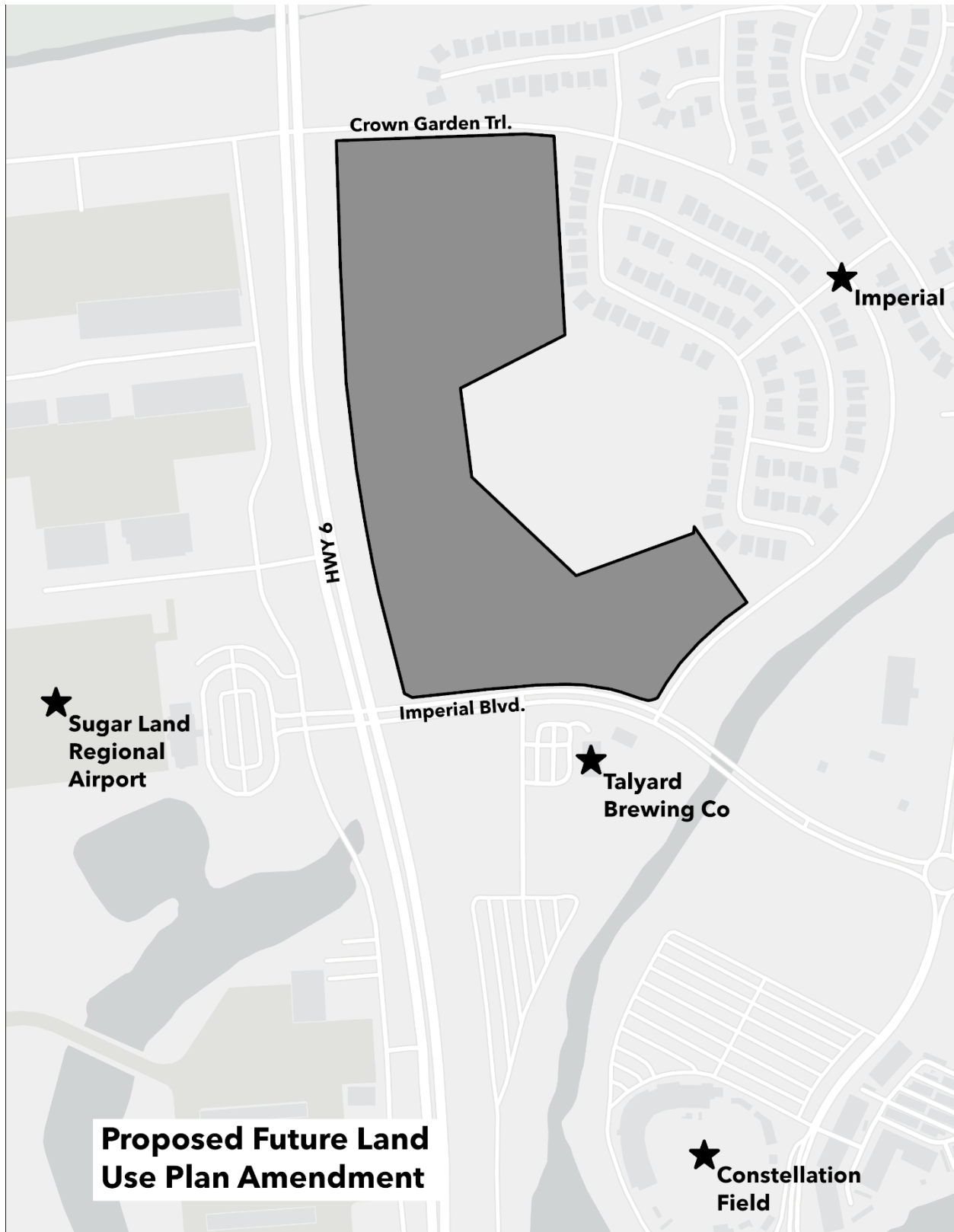
AMENDMENT TO THE FUTURE LAND USE MAP OF THE LAND USE PLAN FOR THE IMPERIAL (HWY 6) AREA, CHANGING THE LAND USE DESIGNATION FROM REGIONAL COMMERCIAL AND SERVICES TO NEIGHBORHOOD ACTIVITY CENTER

City Council Public Hearing 5:30 p.m., April 15, 2025, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North, hosted via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live> and Sugar Land Comcast Subscribers can also tune-in on Channel 16, to hear all persons interested in the proposed amendment Future Land Use Map of the Land Use Plan.

This is a Future Land Use Map amendment for approximately 53 acres of land located at the northeast corner of the intersection of Hwy 6 and Imperial Blvd and is a change of land use designation from Regional Commercial and Services to Neighborhood Activity Center.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under "Meeting Agendas" City Council no later than Friday, April 11, 2025. Request details or provide feedback on the proposed amendment online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Redevelopment Department at (281) 275-2229.

Vicinity Map





City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: VI.B.

AGENDA OF: City Council Meeting

INITIATED BY: *Ruth Lohmer, Redevelopment Planning Manager*

PRESENTED BY: *Ruth Lohmer, Redevelopment Planning Manager*

RESPONSIBLE DEPARTMENT: Community Planning & Redevelopment

AGENDA CAPTION:

PUBLIC HEARING 5:30 P.M.: Receive and hear all persons desiring to be heard on the proposed rezoning of approximately 30 acres located east of Highway 6 between Imperial Blvd and Crown Garden Trail to Planned Development (PD) District – General Development Plan (Imperial Highway 6 District Tract H).

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

RECOMMENDED ACTION:

Hold public hearing and consider on first reading Ordinance No. 2368, rezoning approximately 30 acres to Planned Development General Development Plan (Imperial Highway 6 District Tract H) and amending the Imperial General Land Plan.

EXECUTIVE SUMMARY:

The purpose of this agenda item is to hold a public hearing and consider on first reading Ordinance No. 2368, rezoning approximately 30 acres located east of Highway 6 between Imperial Blvd and Crown Garden Trail to Planned Development (PD) District – General Development Plan (Imperial Highway 6 District Tract H) and amending the Imperial General Land Plan. The purpose for the changes is to allow residential uses within Tract H.

Background

After several years remaining largely vacant, the area has developed with limited non-residential uses – on the adjacent 3.6 acres, a 3-story 48,000 square foot medical office building is under construction. In recent years, staff has received inquiries and held meetings about possible multi-tenant retail and office, restaurants, office condos, banquet halls, etc. on the remaining acreage, yet the property remains undeveloped since the PD - General Development Plan for Imperial was approved by City Council in 2012. Through that time staff has also received multiple inquiries for residential land uses on the property. However, the current GDP does not allow residential in this area.

City Council has provided policy guidance for City staff regarding housing and the development and redevelopment of Imperial. The City's 2018 Land Use Plan includes a goal of Encouraging Residential Options (Goal 3). Additionally, City Council's 2025 Strategic Action Plan and associated All-In Initiatives emphasizes the creation of forward-looking housing options and preparing key sites, such as Imperial, for redevelopment/development through "Fostering Sensitive Redevelopment".

In alignment with this City Council policy guidance, staff is recommending adding compact residential uses to the Imperial Highway 6 District, Tract H. There is no development proposal currently being considered; the addition of residential uses in the General Development Plan provides the opportunity to consider these uses in a future Final Development Plan. The compact residential uses include Single-family Attached (Townhome) Dwellings, Urban Home Dwellings, and Live/Work Dwellings. The proposed GDP also allows for all nonresidential uses permitted in the current GDP Ordinance No. 2284. The new compact residential uses will allow the City to diversify our housing to meet the needs of our community and respond to the current economic market.

Commission and Public Engagement

A proposal to amend the land uses for this tract was previously taken to the Planning and Zoning Commission on January 23, 2025. During the public hearing residents expressed concerns about the proposed GDP, specifically related to the inclusion of the Multiplex use. Residents also expressed interest in better understanding the proposal. After asking staff questions and discussion, the Commission voted 4-4 on the GDP amendment.

After the Commission meeting, staff revised the proposal to address nearby residents' concerns expressed during and after the public hearing. As a result, Multiplex and Duplex uses were removed and the revised proposal includes only the following three compact

residential uses: Townhome, Urban Home, and Live/Work.

On March 6, 2025 staff held a community meeting with residents in the Imperial neighborhood to share the revised proposal. Staff sent the invitation to Imperial residents (who have engaged with the City in the past) and the HOA and asked that the invitation be shared. Fifteen residents were in attendance. Staff presented information about the draft PD General Development Plan and answered questions from those in attendance. Questions included: timeframe of the expected development; type of retail that would be allowed; quality of the homes being built; process for future Final Development Plan(s) – whether there will be one or more; and who is the owner of the land.

The Commission held a public hearing on the revised proposed General Development Plan on March 27, 2025. Prior to the hearing, three members of the public completed the public hearing form: one in opposition and two inquiries. The residents expressed concerns with the quality and asked questions about the design of potential residential development. They also sought to ensure any new residential would be part of and pay into the HOA and the Imperial Redevelopment District. During the public hearing, two residents spoke: one was opposed to adding residential as an optional land use and the other expressed concern about the entire 30 acres being utilized for residential. The Commission held extensive discussion and ultimately recommended approval in a 5-1 vote, with the following changes to the General Development Plan:

- Exhibit B
 - Require a minimum of 25% of the land to be dedicated to commercial
 - Remove reference to front yard setback for Urban Homes facing Ulrich St (rear access)
- Exhibit B-2
 - Limit SIC 5211 Lumber and other building materials to no outside storage
 - Correct note for SIC 5632 to number 5 instead of 14
 - Add SIC 7221 Photographic Studios as permitted use in Live/Work units
 - Add SIC 7231 Beauty Shops as permitted use

Public Hearing

All requirements of the public hearing have been met, with notification being placed in the newspaper and sent to property owners within 200 feet. An information sheet about the proposal was also included with the public hearing notice. Additionally, information was sent to the Imperial HOA and placed on NextDoor, and a sign was placed at the property.

Recommendation

The Planning and Zoning Commission recommends approval of the Imperial PD Highway 6 District, Tract H General Development Plan and amendment to the Imperial General Land Plan, adding certain residential land uses.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
☐ Ordinance No. 2368	Ordinances
☐ Imperial Hwy 6 Tract H Staff Report	Other Supporting Documents

ORDINANCE NO. 2368

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING FOR A CHANGE OF ZONING OF APPROXIMATELY 30 ACRES OF LAND, LOCATED EAST OF HIGHWAY 6 BETWEEN IMPERIAL BOULEVARD AND CROWN GARDEN TRAIL, FROM PLANNED DEVELOPMENT (PD) DISTRICT GENERAL DEVELOPMENT PLAN (IMPERIAL) TO PLANNED DEVELOPMENT (PD) DISTRICT GENERAL DEVELOPMENT PLAN (IMPERIAL HIGHWAY 6 DISTRICT TRACT H).

WHEREAS, by the adoption of Ordinance No. 1969 on September 16, 2014, the City Council approved a change of zoning to create a Planned Development (PD) District for approximately 690.2 acres of land in the proposed Imperial Development, and approved a general development plan for the PD District; and

WHEREAS, by the adoption of Ordinance Nos. 2009, 2036, 2083, 2100, 2102, 2215, 2261, 2267, and 2281 the City Council approved change of zoning in certain areas of the Imperial Development from Planned Development (PD) District General Development Plan to Planned Development (PD) District Final Development Plan; and

WHEREAS, by the adoption of Ordinance No. 2284, the City Council repealed Ordinance No. 1969 and adopted a new General Development Plan for the Imperial PD areas that were not rezoned to Planned Development (PD) District Final Development Plan; and

WHEREAS, the City now wishes to rezone approximately 30 acres of land located east of Highway 6 between Imperial Boulevard and Crown Garden Trail to a new Planned Development (PD) District General Development Plan, to allow for residential uses in Tract H; and

WHEREAS, the proposed rezoning has been reviewed by the City's Planning and Zoning Commission, as required by law, and the Planning and Zoning Commission held a public hearing on the proposed zoning change on March 27, 2025; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning change; and

WHEREAS, the City Council held a public hearing on the proposed zoning change on April 15, 2025, at which the public was given an opportunity to give testimony and present written evidence as required by law; and

WHEREAS, the City Council finds that the proposed rezoning complies with the City's comprehensive plan and now deems it is appropriate to make such zoning change; NOW, THEREFORE;

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

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

Section 2. That the zoning district classification of approximately 30 acres of land, as shown in Exhibit A, is changed from Planned Development (PD) District General Development Plan (Imperial) to Planned Development (PD) District General Development Plan (Imperial Highway 6 District Tract H) under the comprehensive zoning ordinance of the City of Sugar Land, Texas.

Section 3. That the General Land Plan and Permitted Uses, as shown in Exhibits B-1 and B-2, are approved.

Section 4. That the following Exhibits are attached to and incorporated into this ordinance:

Exhibit A-1:	Vicinity Map – Tract H
Exhibit A-2:	Legal Description
Exhibit B:	General Development Plan
Exhibit B-1:	General Land Plan
Exhibit B-2:	Permitted Uses
Exhibit B-3:	Bulk Plane Diagram
Exhibit B-4:	Approved Landscape Materials
Exhibit B-5:	Bicycle Circulation Plan
Exhibit B-6:	Hwy 6 Signage Diagram

Section 5. That the City's official zoning map is amended to show the change in zoning district classification.

APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Joe R. Zimmerman, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Attachments:	Exhibit A-1:	Vicinity Map – Tract H
	Exhibit A-2:	Legal Description
	Exhibit B:	General Development Plan
	Exhibit B-1:	General Land Plan
	Exhibit B-2:	Permitted Uses
	Exhibit B-3:	Bulk Plane Diagram
	Exhibit B-4:	Approved Landscape Materials
	Exhibit B-5:	Bicycle Circulation Plan
	Exhibit B-6:	Hwy 6 Signage Diagram

Exhibit A-1

Imperial Highway 6 District Tract H Vicinity Map

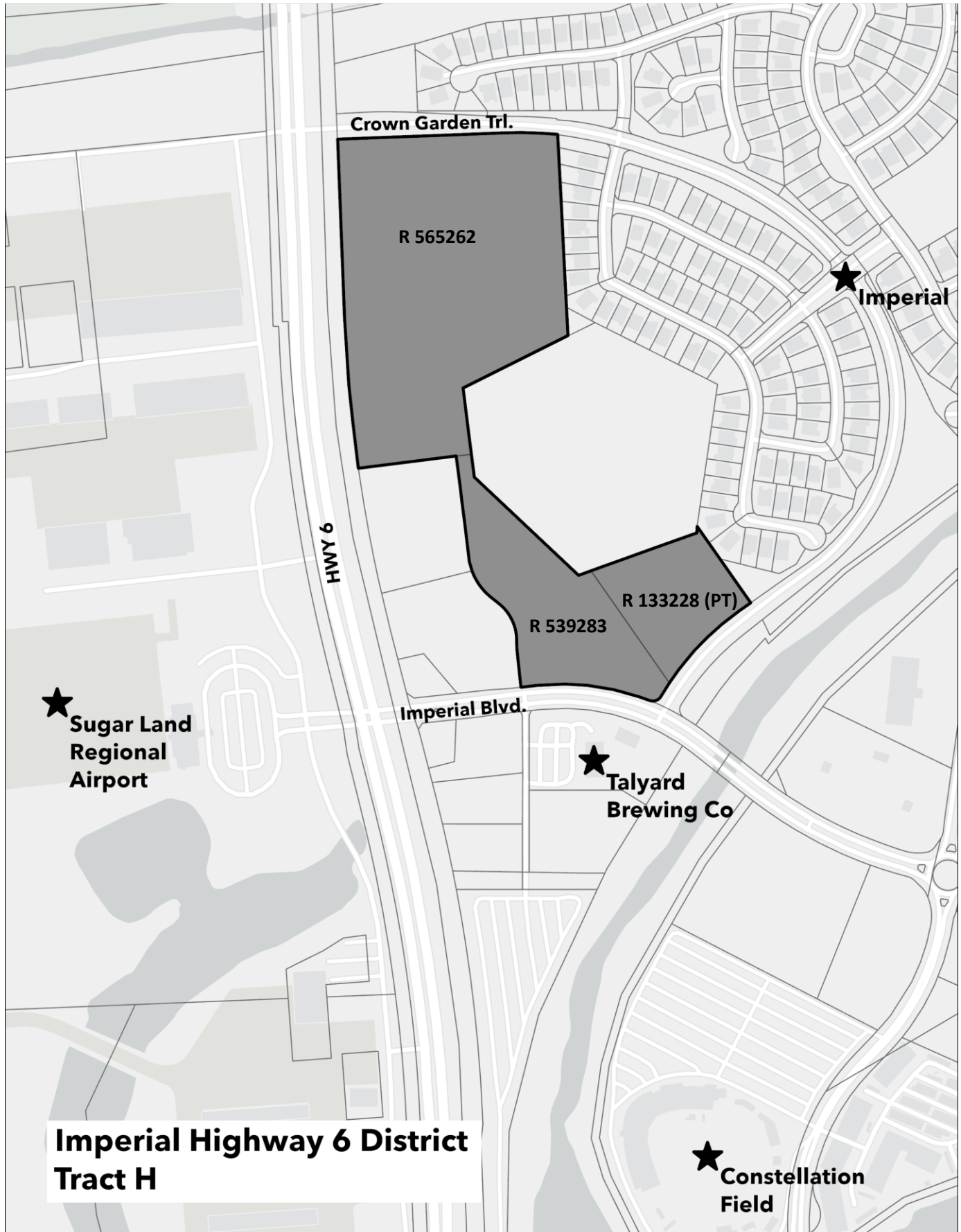


Exhibit A-2: Legal Description

Tract H 25.905 acres: Being a tract containing 25.905 acres of land located in the Alexander Hodge League, Abstract Number 32, in Fort Bend County, Texas; said 25.905 acre tract being called "Tract 2" conveyed to DPEG Imperial, LP under Fort Bend County Clerks' File (FBCCF) Number 202215153 being a portion of a call 497.696 acre tract recorded in the name of Cherokee Sugar Land, L.P. in Fort Bend County Clerk's File (FBCCF) Numbers 2007088840 and 2011006653, styled Tract "F" and the State of Texas, for the use and benefit of the Permanent School Fund in FBCCF Numbers 2003023371 and 2008070584; also identified as Property IDs R565262 (19.392 acres) and R 539283 (6.513) in the Fort Bend County Appraisal District Records.

Tract H 3.8 acres: Being 3.8 acres of land situated in the Alexander Hodge League, Abstract Number 32, in Fort Bend County, Texas; said 3.8 acre tract being a portion of a call 497.696 acre tract recorded in the name of Cherokee Sugar Land, L.P. in Fort Bend County Clerk's File (FBCCF) Numbers 2007088840 and 2011006653, styled Tract "F" and the State of Texas, for the use and benefit of the Permanent School Fund in FBCCF Numbers 2003023371 and 2008070584; also identified as part of Property ID R133228 in the Fort Bend County Appraisal District Records.

EXHIBIT B

IMPERIAL HWY 6 DISTRICT TRACT H

GENERAL DEVELOPMENT PLAN

A. Contents. This General Development Plan includes the following sections:

- General Provisions
- General Land Plan
- Land Uses
- Development Regulations for Nonresidential Uses
- Development Regulations Residential Uses
 - Townhomes
 - Urban Homes
 - Live/Work Units
- Landscape and Pedestrian Circulation Regulations
- Building Regulations
- Freestanding Signs

B. General Provisions.

1. The PD approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City. The default primary zoning district established for this district shall be Neighborhood Business (B-1). If any provision or regulation of any City ordinance applicable in the default zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the default zoning district in effect on the effective date of this ordinance apply to this PD as though written herein, except to the extent the City regulation or provision conflicts with a provision of this ordinance:
2. Except as otherwise provided herein, the words used in this General Development Plan have the meaning established by the Development Code. In this ordinance:

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

Dwelling, Live/Work Unit means a building that contains 1 or more Dwelling Units that maintain integrated living and working space in different areas of the unit, either horizontally or vertically stacked. For the purposes of this PD, Live/Work Dwellings are Residential Uses.

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

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

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

Open Space means the portion of all land contained within the PD that is not covered by buildings, parking lots, driveways, improved pedestrian areas (outside of publicly accessible plazas), or other impermeable material.

PD is the planned development district created by this ordinance.

Pavers mean colored interlocking bricks, tiles, stones, blocks, or concrete units.

Retail means a commercial establishment engaged in the selling of goods and merchandise to the general public and rendering services incidental to the sale of such goods.

3. The PD shall be developed in accordance with the following exhibits that are attached to and made part of this General Development Plan:

Exhibit B-1:	<i>General Land Plan</i>
Exhibit B-2:	<i>Permitted Uses</i>
Exhibit B-3:	<i>Bulk Plane Diagram</i>
Exhibit B-4:	<i>Approved Landscape Materials</i>
Exhibit B-5:	<i>Bicycle Circulation Plan</i>
Exhibit B-6:	<i>Hwy 6 Signage Diagram</i>

C. General Land Plan

The property shall be developed in accordance with the [Exhibit B-1, Imperial General Land Plan](#) which shows the layout of major roadways, general location of land uses, and relationship of the development to surrounding properties.

D. Land Uses.

1. This GDP aims to encourage development that integrates compact residential land uses with compatible nonresidential uses like office and commercial/retail facilities. This includes compact forms of residential such as townhomes and urban homes. The goal is to create a small-scale, walkable environment for nearby neighborhoods characterized by the design and arrangement of buildings to create a pedestrian experience. Development should seamlessly integrate with the surrounding residential neighborhoods and existing commercial development.
2. Permitted land uses are listed in [Exhibit B-2, Permitted Uses](#). All other land uses are prohibited.
 - (a) Certain land uses are permitted when developed under specific conditions as established in the Conditions section at the end of Exhibit B-2, Permitted Uses.
3. Permitted land uses may be mixed horizontally or vertically on a single property in accordance with [Exhibit B-2, Permitted Uses](#).
4. A minimum of 25%, approximately 7.5 acres, of the land in this General Development Plan shall be dedicated to nonresidential uses.

E. Development Regulations for Nonresidential Uses— Nonresidential sites within this PD district shall be developed in accordance with the following development regulations:

1. Maximum height of structures:
 - (a) 150 feet above ground level or as limited by airport height restrictions.
 - (b) The maximum height of structures is limited by the bulk plane requirements illustrated on [Exhibit B-3, Bulk Plane Diagram](#).
 - (i) Maximum height of a structure built at the 65-foot building line adjacent to single family

residential is limited to a height of 44 feet.

- (ii) Height of the structure may increase at a ratio of 1 foot of height for each 2 feet of distance the structure is set back from the single-family lot line up to a maximum distance of 150 feet.

2. Minimum building setbacks:

- (a) 25 feet abutting State Highway 6, Imperial Blvd, and Crown Garden Trl.
- (b) 65 feet for nonresidential use abutting single family residential.
- (c) 15 feet abutting the internal access easement.
- (d) 10 feet abutting Open Space Reserves.
- (e) 6 feet for side and rear yards not abutting the highway, street, access easement or greenbelt.
- (f) Awnings and canopies attached to a building may project up to 5 feet into a required building setback if located at least 8 feet above adjoining sidewalks or pedestrian walkways.

3. Approved fire apparatus access roads shall extend the entire length on one (1) side of buildings three (3) or more stories in height, and shall be located within a minimum of fifteen (15) feet and a maximum of thirty (30) feet.

4. Minimum parking lot setbacks:

- (a) 25 feet abutting State Highway 6, Imperial Blvd, and Crown Garden Trl.
- (b) 25 feet abutting single family residential.
- (c) 10 feet abutting the internal access easement.
- (d) 10 feet abutting Open Space Reserves.
- (e) 10 feet abutting all other lot lines.

5. Minimum open space: 15% of the District area.

6. Paving:

- (a) All parking lots, driveways, and vehicle use areas outside of individual building parcels must be constructed of concrete.
- (b) All driveways and access easements within individual building parcels may be paved with a concrete surface or interlocking pavers supported by a 6 inch reinforced concrete tray and a sub-grade per City design standards.

7. Retail strip centers prohibited:

- (a) Retail strip centers as defined herein and shown (right) are prohibited. Retail strip center means a tract or reserve that is developed with a multi-tenant retail building located toward the rear of the site with the building length parallel to the public street or highway, the building width perpendicular, and most of the on-site parking located in a single area between the building and road.



- (b) Final Development Plans may place additional restrictions on the overall square footage of retail or the arrangement of retail uses.
8. Outside Retail Use: Merchandise may be displayed or stored outside the building on the same premises if the merchandise:
- (a) Is not located on public property or within a required building setback, parking lot setback, parking space or drive aisle.
 - (b) Is delineated within a specific area shown on the Final Development Plan.
 - (c) Is owned by the owner or lessee of the building.
 - (d) Occupies a contiguous area less than 10% of the ground floor area of the attendant building or tenant space, but no greater than 5,000 square feet. The 10% maximum size restriction does not apply to landscaping materials for retail nurseries or lawn and garden supply stores, if displayed within a fenced area.
 - (e) Merchandise area must be integrated into the architecture of the building and/or must be screened from street view with architectural materials that match the main building.
9. Outdoor Service Areas for Eating Establishments: Eating establishments that provide a place for outdoor services adjacent to the establishment shall adhere to the following:
- (a) In any district, shall not encroach into any sidewalk or other pedestrian walkway as required herein.
 - (b) Shall be delineated within a specific area shown on the Final Development Plan.
 - (c) Must provide additional off-street parking, under the schedule applicable in the Development Code, for that portion of the outdoor service area that exceeds by more than 25% the square feet of the indoor dining area to which the off-street parking requirements apply.
10. Outdoor speakers: Use of outdoor speakers for any use is prohibited within 200 feet of any single-family lot line.
11. Parking Garages:
- (a) Structured parking shall comply with the regulations in Chapter 2, Article XI of the Development Code.
 - (b) Structured parking serving both residential and nonresidential uses shall include clearly defined separate areas for resident and nonresident parking.
12. Bicycle Parking:
- (a) Off-street parking for bicycles shall be provided within 50 feet of the public entrance to each nonresidential building.
 - (b) Bicycle parking spaces shall not encroach into any sidewalk or other pedestrian walkway as required herein.
 - (c) Bicycle parking shall include racks, lockers, or other structures intended for parking bicycles with a minimum of 3 spaces in any one location.
 - (d) Racks shall be designed to support the bicycle upright in two places on the bicycle frame.
 - (e) Parking garages shall include bicycle parking.

F. Development Regulations for Residential Uses – Residential and live/work sites shall be developed in accordance with the following development regulations:

1. Townhomes (Dwelling, Attached):
 - (a) Minimum lot area: 1,500 square feet
 - (b) Minimum lot width: 18 feet; 28 feet for corner lots
 - (c) Minimum lot depth: 70 feet
 - (d) Maximum lot coverage: 85%
 - (e) Maximum height of structures: 3 stories, but no more than 45 feet above ground level
 - (f) Minimum building setbacks:
 - (i) Front yard: 10 feet.
 - (ii) Side yard: 0 feet if attached; 3 feet, but the sum of side yards must be at least 10 feet if unattached or 10 feet abutting a street.
 - (iii) Rear yard: 8 feet.
 - (g) Required off-street parking: 2 spaces per unit, plus 1 space per 5 units or portion thereof. Additional parking may be required contingent upon a parking plan to be submitted with Final Development Plan.
 - (h) Townhome lots shall not back to any arterial or major thoroughfare street.
2. Urban Homes (Dwelling, Urban Home):
 - (a) Residential lots with Front Garage Access:
 - (i) Vehicular access: Lots shall take access from a public street; no lot shall take access from a shared common driveway.
 - (ii) Minimum lot area: 3,600 square feet
 - (iii) Minimum lot width: 36 feet; 41 feet for corner lots
 - (iv) Minimum lot depth: 100 feet
 - (v) Maximum lot coverage: 85%
 - (vi) Maximum height of structures: 3 stories, but no more than 45 feet from ground level
 - (vii) Minimum front yard building setbacks:
 1. 10 feet for the principal structure
 2. 20 feet for the garage
 - (viii) Minimum side yard building setbacks:
 1. 3 feet; 6 feet on a shared common driveway side; 10 feet on a street side
 2. For a garage, 20 feet on a street side
 - (ix) Minimum rear yard building setback: 10 feet
 - (x) Front yard fence: Materials will include brick and/or stone with ornamental iron. Less than 50% of the fence face shall be opaque, and the maximum height shall not exceed 32 inches.
 - (b) Residential lots with Rear Access:
 - (i) Vehicular Access: Lots shall take access from a shared common driveway; no lot shall take access from a public street.
 - (ii) Minimum lot area: 3,240 square feet
 - (iii) Minimum lot width: 31 feet
 - (iv) Minimum lot depth: 108 feet
 - (v) Maximum lot coverage: 85%
 - (vi) Maximum height of structures: 3 stories, but no more than 45 feet from ground level
 - (vii) Minimum front yard building setbacks:
 1. 10 feet

(viii) Minimum side yard building setbacks:

1. 0 feet
2. 6 feet on a shared common driveway
3. 10 feet on a street side

(ix) Minimum rear yard setbacks:

1. 10 feet for the principal structure
2. 20 feet for the garage

(c) Front yard fences: Materials will include brick and/or stone with ornamental iron. Less than 50% of the fence face shall be opaque, and the maximum height shall not exceed 32 inches.

3. Live/Work Units (Dwelling, Live/ Work):

- (a) All or part of only the ground floor may be devoted to a non-residential use as permitted by this ordinance. Live/work units may be attached (Townhomes) or detached (Urban Homes).
- (b) The maximum square footage devoted to a permitted non-residential use shall be limited to 1,500 s.f. per structure.
- (c) The premises must be used as the primary residence of the property owner, which shall also be the same as the business owner / operator.

4. Fire Apparatus Roads for Buildings Three Stories or More:

- (a) Approved fire apparatus access roads shall extend the entire length on one (1) side of buildings three (3) or more stories in height, and shall be located within a minimum of fifteen (15) feet and a maximum of thirty (30) feet.

G. Landscape and Pedestrian Circulation Regulations – All sites within the PD shall be developed in accordance with the following landscape and pedestrian circulation regulations:

1. Minimum widths for landscape buffers, contiguous to lot lines along:

- | | |
|--|---------|
| (a) State Highway 6: | 25 feet |
| (b) Adjacent to residential lot lines: | 25 feet |
| (c) Other public streets: | 10 feet |
| (d) Internal access easements: | 10 feet |
| (e) Oyster Creek greenbelt: | 10 feet |
| (f) All other property lines: | 6 feet |

2. Landscape buffers may be used for future transit stops except where adjacent to single family residential areas.

3. Landscaping materials used to satisfy the requirements of this section shall be consistent with those listed in [Exhibit B-4, Approved Landscape Materials](#).

4. Where landscape buffers are provided adjacent to the public street, each premise shall have one shade tree located in the buffer for each 30 feet of lot width, or portion thereof, measured along the street-facing lot line. The trees may be clustered or spaced linearly; they need not be placed evenly.

5. Shade trees shall have a minimum 4-inch caliper and minimum 10-foot height as measured at ground level when planted.

6. Sidewalks:

- (a) Continuous sidewalks with a minimum 5-footwidth shall be provided along all public roadways and internal access easements.
- (b) Minimum 6-foot wide sidewalks adjacent to Imperial Blvd.
- (c) Minimum 10-foot wide sidewalk along State Highway 6, as shown on [Exhibit B-5, Bicycle Circulation Plan](#).

7. Pedestrian walkways:

- (a) A pedestrian walkway shall connect a building entrance to a public street sidewalk.
- (b) For all nonresidential uses, a pedestrian walkway shall connect a building entrance to adjacent retail or residential use.
- (c) For non-residential uses with parking located between the street and the building, at least one walkway shall be provided to and through its associated parking area to connect a building entrance to a public street sidewalk.
- (d) Pedestrian walkway criteria:
 - (i) Minimum 8-foot width for the trail connecting the Oyster Creek Trail through the multi-family in Tract B
 - (ii) Minimum 6-foot width for all other pedestrian walkways
 - (iii) Readily visible and free of encroachment by parked vehicles
 - (iv) Paved with concrete or other masonry products differentiated from the driveway and parking areas through the use of color, texture, or materials
 - (v) Predominantly shaded with shade trees at one per 30 linear feet of walkway or building canopies
 - (vi) Lighted with pedestrian-scaled fixtures
 - (vii) Include "Way finding" signage.

H. Building Regulations – Buildings within the PD shall be developed in accordance with the following building regulations:

- 1. Buildings, except single family residential, shall be designed in accordance with the following criteria:
 - (a) Break up the horizontal and vertical building planes through offsets, changes in building materials, colors and textures, or other methods; and
 - (b) Incorporate architectural details that create shade and cast shadows to provide visual relief.
 - (c) Facades greater than 100 feet in length that face public streets shall incorporate offsets having a minimum depth of at least 2 feet and incorporating at least 20% of the length of the façade.
 - (d) No uninterrupted length of a façade shall exceed 100 feet.
- 2. Building façade finishes:
 - (a) Primary finishes are limited to brick, stone (natural, cast, or cultured-textured), textured concrete panels, stucco and glass.
 - (b) Primary finishes shall comprise at least 80% of each façade for multi-family and at least 70% for nonresidential and mixed use buildings, and at least 50% for single-family residential buildings.
 - (c) Secondary finishes shall include wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), and fiber cement siding, and shall comprise no more

than 30% of the façade for any building.

- (d) Use of architectural metals is limited to canopies, parapet walls, roof systems, and miscellaneous trim work, and such use shall meet the durability standards of the Development Code.
 - (e) For Single-family Residential, fiber cement siding shall be considered a secondary finish.
 - (f) The Director may approve alternative Primary or Secondary Exterior Finishes not specified in this article if the Director determines that the alternative finish is substantially equal to or better than a specified Primary or Secondary Exterior Finish in quality, durability, and appearance and the use thereof will not violate any provision of this article.
3. Nonresidential and mixed use buildings:
- (a) Canopies shall be provided at all street-facing building entrances intended for pedestrians. Canopies may be structural extensions of the building or constructed of fabric attached to the building. An individual canopy shall cover a ground area of at least 20 square feet.
 - (b) The front façade (the side of the building facing the street) of the first floor of a retail building within 50 feet of public street right-of-way shall be at least 60% transparent in order to permit visibility between building occupants and outdoor pedestrians and motor vehicle drivers.
 - (c) Ground floor facades for retail buildings that face public streets shall have storefronts, canopies, arcades, display windows, entry areas, awnings or other features along at least 50% of their horizontal length.
 - (d) The Director may approve alternative canopy or Façade treatments not specified in this article if the Director determines that the alternative canopy or façade treatment is substantially equal to or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.
4. No single building finish material shall cover more than 80% of the front of any building.
5. All facades of an individual building and the facades of multiple buildings within a single development shall be of similar architectural design, color and materials where facing or siding to a public street, internal access easement or pedestrian walkway.
6. Screening walls, wing walls, columns, and similar building extensions and supports shall be of similar architectural design, color and materials as the building or structure to which they are attached.
7. The following building materials shall not be used in an exterior finish:
- (a) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels.
 - (b) Unfired or underfired clay, sand, or shale brick.
 - (c) Smooth or un-textured concrete surfaces.
 - (d) Exterior Insulated Finish Systems (E.I.F.S.).

I. Freestanding Signs.

1. Signs on property fronting on S.H. 6 shall comply with the following regulations, as shown on [Exhibit B-6, Hwy 6 Signage Diagram](#):
- (a) Maximum effective area: 150 square feet
 - (b) Maximum height: 12 feet

- (c) Number per feet of frontage: 1 per 250 feet
- 2. Minimum spacing:
 - (a) Freestanding sign must not be located within 250 feet of another freestanding sign on the same premises.
 - (b) Freestanding sign must not be located within 50 feet of another freestanding sign on any adjoining premises.
- 3. All information on one supporting structure is counted as one sign for purposes of applying the regulations on the number of freestanding signs allowed on any one property.
- 4. Exterior finishes for freestanding signs shall be established in Final Development Plans.
- 5. Additional regulations on freestanding signs within the Development Code, Section 4-24 (d) through (h), remain applicable.

General Land Plan

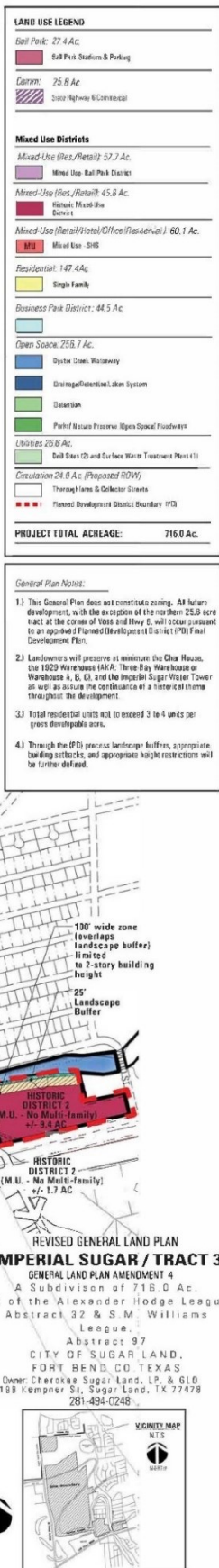


Exhibit B-2
Permitted Uses

SIC No		Description	
	CONSTRUCTION		
15		General Building Contractors (1521 -1542)	X (1)(2)(3)
17		Special Trade Contractors (1711-1799)	X (1)(2)(3)
	TRANSPORTATION		
42	Warehousing		
		Public Warehousing and Storage (4225)	
43		U.S. Postal Service (4311)	X
47	Transportation Services		
		Travel Agencies (4724)	X
		Arrangement of Passenger Transportation (4729) NEC	X
		Freight Transportation Arrangement (4731)	X
48	Communications:		
		Telephone Communications (4812-4813)	X
		Telegraph and other message communications (4822)	X
		Radio and television broadcasting (4832-4833)	X
		Cable and other pay television services (except equipment repair or bucket trucks in lot (4841)	X
		Miscellaneous communications services (except equipment repair, bucket trucks in lot) (4899)	X
	RETAIL TRADE		
52	Building Materials		
		Lumber and other building materials (5211)	X (1)(2)(3)
		Paint, glass and wallpaper stores (5231)	X (1)(3)
		Hardware stores (5251) and key shops	X (1)(3)
		Retail Nurseries (5261)	X (1)(3)
		Garden stores (5261)	X (1)(3)
		Auto and home supply stores	X (1)(3))
		Florist shops (5992)	X (1)(3)
	General merchandise stores as listed:		
		Department stores (5311)	
		Misc. general merchandise stores (5399)	
	Food stores as listed:		
		Grocery stores (5411)	X (4)
		Convenience stores with gasoline sales (5411)	
		Meat and fish markets (5421)	X (3)
		Fruit and vegetable markets (5431)	X (3)
		Candy, nut, and confectionery stores (5441)	X (3)
		Dairy products stores (5451)	X (3)
		Retail bakeries (5461)	X (3)
		Miscellaneous food stores (5499)	X (3)
		Farmer's market-type stores	X (3)
		Auto parts and accessory sales (no auto repair) (5531)	
56	Apparel and accessory stores as listed:		
		Men's and boy's clothing stores (5611)	X (5)
		Women's clothing stores (5621)	X (5)
		Women's accessory and specialty stores (5632)	X (14)
		Children's and infant's wear stores (5641)	X (5)
		Family clothing stores (5651)	X (5)
		Shoe Stores (5661)	X (5)
		Misc. apparel and accessory stores (5699)	X (5)
58	Eating places:		
		Eating Places (restaurant, cafes, etc.) (5812)	X (1)

SIC No		Description	
		Drinking Places (Alcoholic Beverages) (5813)	
59	Additional retail stores as listed:		
		Drug stores and proprietary stores (5912)	X (5)
		Wine and liquor stores (5921)	X (5)
		Antique stores (5932)	X (5)
		Sporting Goods Stores and Bicycle Shops (5941)	X (5)
		New and used book stores (5942)	X (5)
		Card and stationary stores (5943)	X (5)
		Jewelry Stores (5944)	X (5)
		Craft, hobby, toy, and game stores (5945)	X (5)
		Camera and Photographic Supply Stores (5946)	X (5)
		Gift, novelty, and souvenir shops (5947)	X (5)
		Luggage and Leather Goods Stores (5948)	X (5)
		Sewing and needlework stores (5949)	X (5)
		Nonstore Retailers (5961-5963)	
		Art supply stores (5999)	X (5)
		Art dealers (5999)	X (5)
		Baking and cake decorating supply stores (5999)	X (5)
		Cosmetic stores (5999)	X (5)
		Pet shop (no outside runs allowed) (5999)	X (5)
	FINANCIAL, INSURANCE, AND REAL ESTATE		
60	Depository institutions:		
		Central Reserve Depositories	X (1)
		Commercial banks (6021-6029)	X (1)
		Savings institutions (6035-6036)	X (1)
		Credit unions (6061-6062)	X (1)
		Foreign bank, branches, and agencies (6081-6082)	X (1)
		Non-deposit trust facilities (6091) Functions Closely Related to Banking excludes check cashing, credit access businesses, and motor vehicle title loans (as defined in Chapter 393 of the Texas Financial Code)	X (1)
		Automated clearinghouses, check clearinghouse associations, clearinghouse associations bank or check, deposit brokers, electronic funds transfer networks including switching, escrow institutions other than real estate, fiduciary agencies, other than real estate or trust, money order issuance, regional clearinghouse association, representative offices of foreign banks excluding agents and branches, safe deposit companies, tax certificate sale and redemption agencies, traveler's check issuance (6099)	X (1)
61	Non-depository institutions:		
		Federal and federal-sponsored credit (6111)	X (1)
		Personal credit institutions (6141)	X (1)
		Business credit institutions (6153-6159)	X (1)
		Mortgage bankers and brokers (6162-6163)	X (1)
62	Security and Commodity Brokers		
		Security Brokers (6211 - 6289)	X (1)
63-64	Insurance Carriers, Agents, Brokers		
		Insurance carriers (6311-6399)	X (1, 12)
		Insurance agents, brokers and service (6411)	X (1, 12)
65	Real Estate:		
		Operators of non-residential buildings (6512)	X

SIC No		Description	
		Operators of apartment buildings (off-site management only) (6513)	X
		Operators of dwellings other than apartment buildings (6514)	X
		Real estate agents and managers (6531)	X
		Title abstract offices (6541)	X
67	Holding and other investment offices:		
		Holding and other investment offices, open-end (6722, 6723-6799)	X
		Management investment offices, open-end (6722, 6723-6799)	X
	SERVICES		
70	Hotels and other lodging places:		
		Hotels (7011)	X (1)(10)
72	Personal services:		
		Garment pressing (laundries and dry cleaners) (7212)	
		Photographic studies, portrait (7221)	X (6)(12)
		Beauty shops (7231)	X (6)
		Barber shops (7241)	X (6)
		Shoe repair and shoeshine parlors (7251)	
		Funeral Service and Crematories (7261)	
		Tax Preparation Services (7291)	X (6)
		Formal Wear and Costume Rental (7299)	
		Professional, Scientific, and Technical Services including consumer credit and debt counseling services (7299)	X (6)
		Employment Placement Agencies (7299)	X (6)
		Other support services including consumer bartering services (7299)	X (1)(6)
		Diet and Weight Reducing Centers (7299)	X (6)
		Personal Care Services including personal caregivers, companions, personal attendants, home care aides and direct support professionals (7299)	X (6)
73	Business services:		
		Advertising agencies (7311)	X (12)
		Outdoor advertising services (7312)	X (12)
		Radio, television, and publishers' representatives (7313)	X (12)
		Advertising services (7319)	X (11)(12)
		Credit reporting and collection (7322-7323)	X (12)
		Mailing, reproduction, stenographic (7331-7338)	X (12)
		Equipment Rental and Leasing, N.E.C. (7359) but limited to: Party Supplies Rental and Leasing, Electronic Equipment except Medical and Computer.	X (1)(11)(12)
		Personal supply services (7361-7363)	X (12)
		Computer programming services (7371)	X (12)
		Computer and data processing (7371-7379)	X (12)
		Sound Recording Studios and other sound recording industries (7389)	X (12)
		Data Processing, Hosting, and Related services (7389)	X (12)
		Other information services including press clipping services and stock photo agencies (7389)	X (12)
		Financial Transactions Processing, Reserve and Clearinghouse activities (7389)	X (12)
		Other legal services including process services, patent agents, notaries public and paralegal services (7389)	X (12)
		Drafting Services (7389)	X (12)
		Building Inspection Services (7389)	X (12)
		Surveying and Mapping (except Geophysical) Services (7389)	X (12)
		Interior Design Services (7389)	X (12)
		Industrial Design Services (7389)	X (12)
		Other Specialized Design Services (7389)	X (12)
		Advertising Material Distribution Services (7389)	X (12)

SIC No		Description	
		Translation and Interpretation Services (7389)	X (12)
		Document Preparation Services (7389)	X (12)
		Telephone Answering Services (7389)	X (12)
76	Miscellaneous repair services:		
		Electrical repair shops (7622-7629)	
		Electrical and electronic repair shops (7629)	
		Watch, clock and jewelry repair (7631)	X(6)(12)
		Reupholstery and furniture repair (7641)	
		Motion picture theaters (no drive-in) (7832)	
		Video tape rental (7841)	
79	Amusement and recreation services:		
		Producers, orchestras and entertainers (7922-7929)	X
		Bowling centers (7933)	X
		Professional Sports Clubs & Promoters (7941)	X
		Physical fitness facilities (7991)	X
		Amusement Parks (7996)	X
		Membership sports and recreation clubs (7997)	X
		Amusement and recreation services not otherwise classified (7999) but limited to: Baseball instruction, Bridge club (non-membership), Bridge instruction, Day camps, Fishing piers and lakes, operation,**Gymnastics instruction, Handball courts (non- membership), Lifeguard service, Miniature golf courses, operation, Racquetball courts (non-membership), Rental of bicycles, rowboats and canoes, Schools and camps, baseball instruction, sports instructional, Scuba and skin-diving instruction, Swimming instruction, Swimming pools (non-membership), Tennis clubs (non- membership),Tennis courts, indoor and outdoor operation (non-membership), Waterpark w/hotel, Restaurant w/arcade	X
		Yoga instruction and studios	X (12)
		Art and music instruction and studios	X (12)
		Dance studios, schools, and halls (7911)	X
		Martial arts (judo, karate, etc.) instruction	X
80	Health services:		
		Offices & clinics of medical doctors (8011)	X
		Offices & clinics of dentists (8021)	X
		Offices of osteopathic physicians (8031)	X
		Offices of other health practitioners (8041-8049)	X
		Offices of veterinarians (no outdoor runs or livestock permitted) (0742)	X
		Health and Allied Services, NEC (8092-8099) Includes massage establishments (as defined by Chapter 454 of the Texas Occupation Code)	X
		Nursing and other personal care facilities (8051-8059)	X (1)
		Hospitals (8062-8069)	X
		Medical and Dental Laboratories (8071-8072)	X
		Home Health Care Services (8082)	X
		Health and Allied Services, NEC (8092-8099)	X
81	Legal Services:		
		Legal services (8111)	X
82	Educational services:		
		Elementary and secondary schools (8211)	X (1)(8)
		Colleges and Universities (8221-8222)	X (1)
		Libraries (8231)	X (1)
		Vocational Schools (8243-8249)	X (1)
		Schools and Educational Services, NEC (8299)	X (1)
83	Social services:		

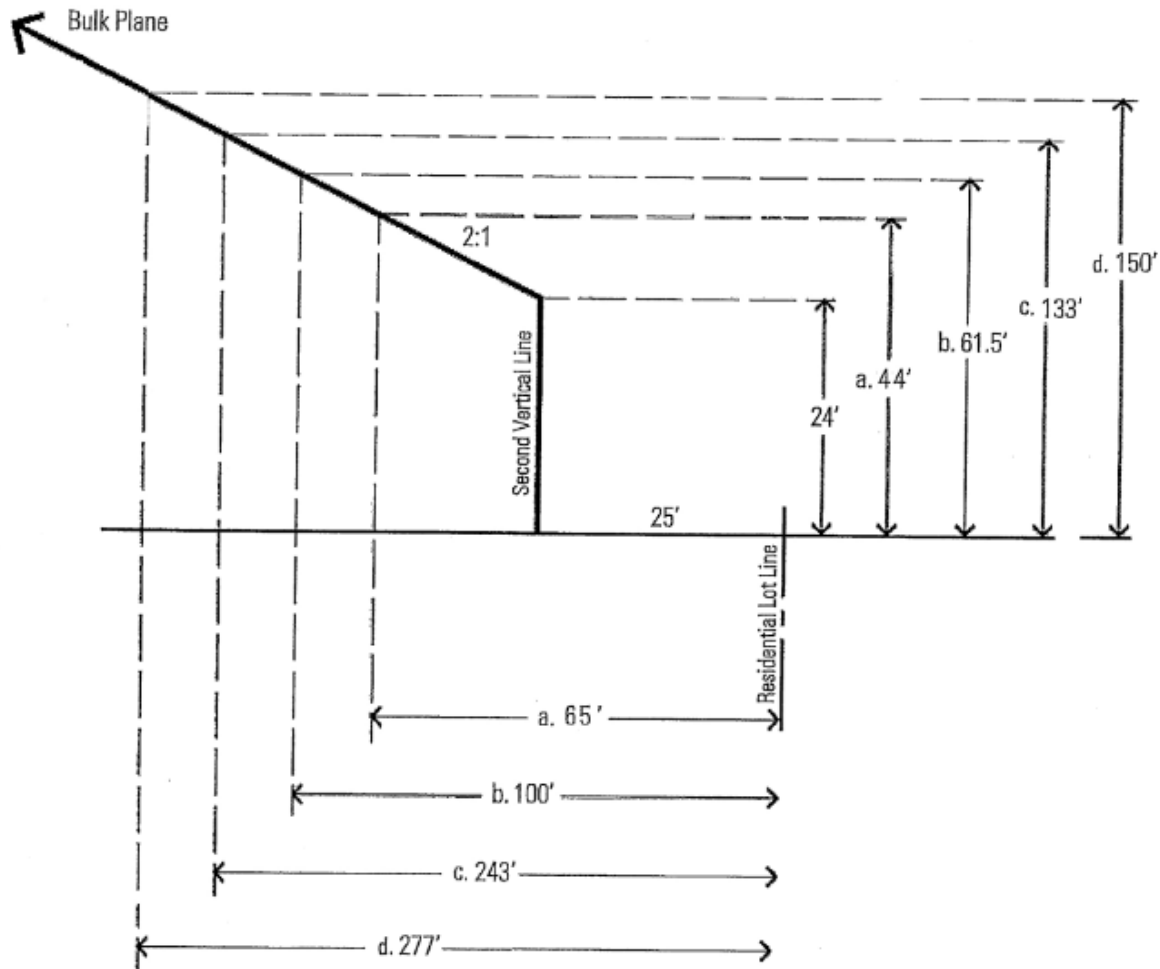
SIC No		Description	
		Individual and family services (8322) but limited to: Adoption Services, Adult Day Care Centers, Family Counseling Services, Marriage Counseling Services, Telephone Consulting Services, Traveler's Aid Centers	X
		Child day care services (8351)	X (1)(8)
		Residential care (8361); but limited to the following two types of residential care: Homes for the aged, with health care incidental and rest homes, with health care incidental	X (1)(9)
84	Museums, botanical gardens:		
		Museums and art galleries (8412)	X
		Botanical and zoological gardens (8422)	
86	Membership organizations:		
		Business associations (8611)	X
		Professional organizations (8621)	X
		Labor organizations (8631)	X
		Civic and social organizations (8641)	X
		Political organizations (8651)	X
		Religious organizations (8661)	X
		Misc. membership organization (8699)	X
87	Engineering, accounting, research, management, and related services:		
		Engineering services (8711)	X (12)
		Architectural services (8712)	X (12)
		Surveying services (8713)	X (12)
		Accounting, auditing, and bookkeeping services (8721)	X (12)
		Research and testing services (8731-8734)	X (12)
		Management consulting services (8742)	X (12)
		Public relation services (8743)	X (12)
		Misc. business consulting services (8748)	X (12)
89	Service, not elsewhere classified:		
		Service, NEC (8999)	X
91	Executive, legislative, and general:		
		Public Administration (9111-9119)	X
92	Justice, public order, and safety:		
		Courts (9211)	X
		Police protection (9221)	X
		Legal counsel and prosecution (9222)	X
		Fire protection (9224)	X
		Public order and safety (9229)	X
93	Finance, taxation, and monetary policy:		
		Finance, taxation, and monetary policy (9311)	X
94	Administration of human resources:		
		Administration of human resources (9411-9451)	X

SIC No		Description	
95	Environmental quality and housing (no outdoor storage/display) (9511-9532)		X
96	Administration of economic programs (9611-9661)		X
99	ESTABLISHMENTS	Adult day care (99)	X
		Dwellings – single family attached (townhomes) (99)	X
		Dwellings – live/work (99)	X
		Dwellings – urban home (99)	X
		Parks/recreational facilities, public or private (99)	X
		Residential cleaning services (99)	X
		Corporate professional offices, not retail (99)	X

Permitted Uses Conditions

1. Subject to additional minimum landscape buffer requirements: Hedges at least three feet in height at the time of planting, screening the parking areas from Public Street view.
2. Use limited to enclosed building with no outdoor storage.
3. Subject to a maximum of 10,000 square feet gross leasable area per store.
4. Subject to a maximum of 20,000 square feet gross leasable area per store.
5. Subject to a maximum of 8,000 square feet of gross leasable area per store.
6. Ancillary use only; use prohibited within single-tenant building or multi-tenant retail center.
7. Not used
8. Conditions for Elementary and Secondary Schools (SIC 8211) and Child Care Services (SIC 8351)
 - a. Shall be developed in accordance with an approved traffic circulation plan and traffic study to include on-site queuing.
 - b. Must provide dedicated outside or inside recreation areas, and shall not retrofit parking lots for recreational areas.
9. Residential Care Facilities and Rest Homes shall provide the following: (SIC 8361)
 - a. Common food service area
 - b. Weekly housekeeping service
10. Limited to full service or select service hotels only.
11. Limited to office with no outdoor storage on site or overnight parking.
12. Considered appropriate for any Live/Work units.

**Exhibit B-3
Bulk Plane Diagram**



a.
$$\begin{array}{r} 65 \\ - 25 \\ \hline 40 \div 2 = 20 \\ + 24 \\ \hline 44 \end{array}$$

b.
$$\begin{array}{r} 61.5 \\ - 24 \\ \hline 37.5 \times 2 = 75 \\ + 25 \\ \hline 100 \end{array}$$

c.
$$\begin{array}{r} 133 \\ - 24 \\ \hline 109 \times 2 = 218 \\ + 25 \\ \hline 243 \end{array}$$

d.
$$\begin{array}{r} 150 \\ - 24 \\ \hline 126 \times 2 = 252 \\ + 25 \\ \hline 277 \end{array}$$

Exhibit B-4: Imperial Development Approved Landscape Materials

To meet landscaping standards include, but not specifically limited the following. The Director may approve alternative landscape materials not specified in this article if the Director determines that an alternative is substantially equal to or better than a specified material and the use thereof will not violate any provision of this article:

Trees:

River Birch	(<i>Betula nigras</i> 'Dura Heat')
Pecan	(<i>Carya illinoensis</i>)
Fringe Tree	(<i>Chionanthus virginicus</i>)
Japanese Blueberry	(<i>Elaeocarpus decipiens</i>)
Nellie R. Stevens Holly	(<i>Ilex x attenuata</i> 'Nellie R. Stevens')
Savannah Holly	(<i>Ilex attenuate</i> 'Savannah')
Southern Magnolia	(<i>Magnolia grandiflora</i>)
Date Palm	(<i>Phoenix dactylifera</i> 'Medjool' or 'Zahidi')
Loblolly Pine	(<i>Pinus taeda</i>)
Texas Pistache	(<i>Pistacia texana</i>)
Sycamore	(<i>Platanus occidentalis</i>)
Bur Oak	(<i>Quercus macrocarpa</i>)
Chinkapin Oak	(<i>Quercus muehlenbergii</i>)
Monterey Oak	(<i>Quercus polymorpha</i>)
Water Oak	(<i>Quercus nigra</i>)
Live Oak	(<i>Quercus virginiana</i>)
Shumard Oak	(<i>Quercus shumardii</i>)
Bald Cypress	(<i>Taxodium distichum</i>)
Pond Cypress	(<i>Taxodium ascendens</i>)
Cedar Elm	(<i>Ulmus crassifolia</i>)
Bosque or Drake Elm	(<i>Ulmus parvifolia</i> 'Bosque' or 'Drake')
California Fan Palm	(<i>Washingtonia filifera</i>)
Mexican Fan Palm	(<i>Washingtonia robusta</i>)

Small & Ornamental Trees:

Texas Redbud	(<i>Cercis canadensis</i> 'var. texensis')
European Fan Palm	(<i>Chamaerops humilis</i>)
Desert Willow	(<i>Chilopsis linearis</i>)
Smokebush	(<i>Cotinus obovatus</i>)
Loquat	(<i>Eryobotrya japonica</i>)
Foster Holly	(<i>Ilex x attenuata</i> 'Fosterii')
Possumhaw Holly	(<i>Ilex decidua</i>)
Yaupon Holly	(<i>Ilex vomitoria</i>)
Columnar Juniper	(<i>Juniporus spp.</i>)
Crape Myrtle	(<i>Lagerstroemia indica</i> 'Basham's Pink', 'Natchez', 'Muskogee')
Little Gem Magnolia	(<i>Magnolia grandiflora</i> 'Little Gem')
Treeform (MT) Ligustrum	(<i>Ligustrum japonicum</i>)
Saucer Magnolia	(<i>Magnolia x soulangeana</i>)

Imperial Development Approved Landscape Materials

Small & Ornamental Trees (cont'd):

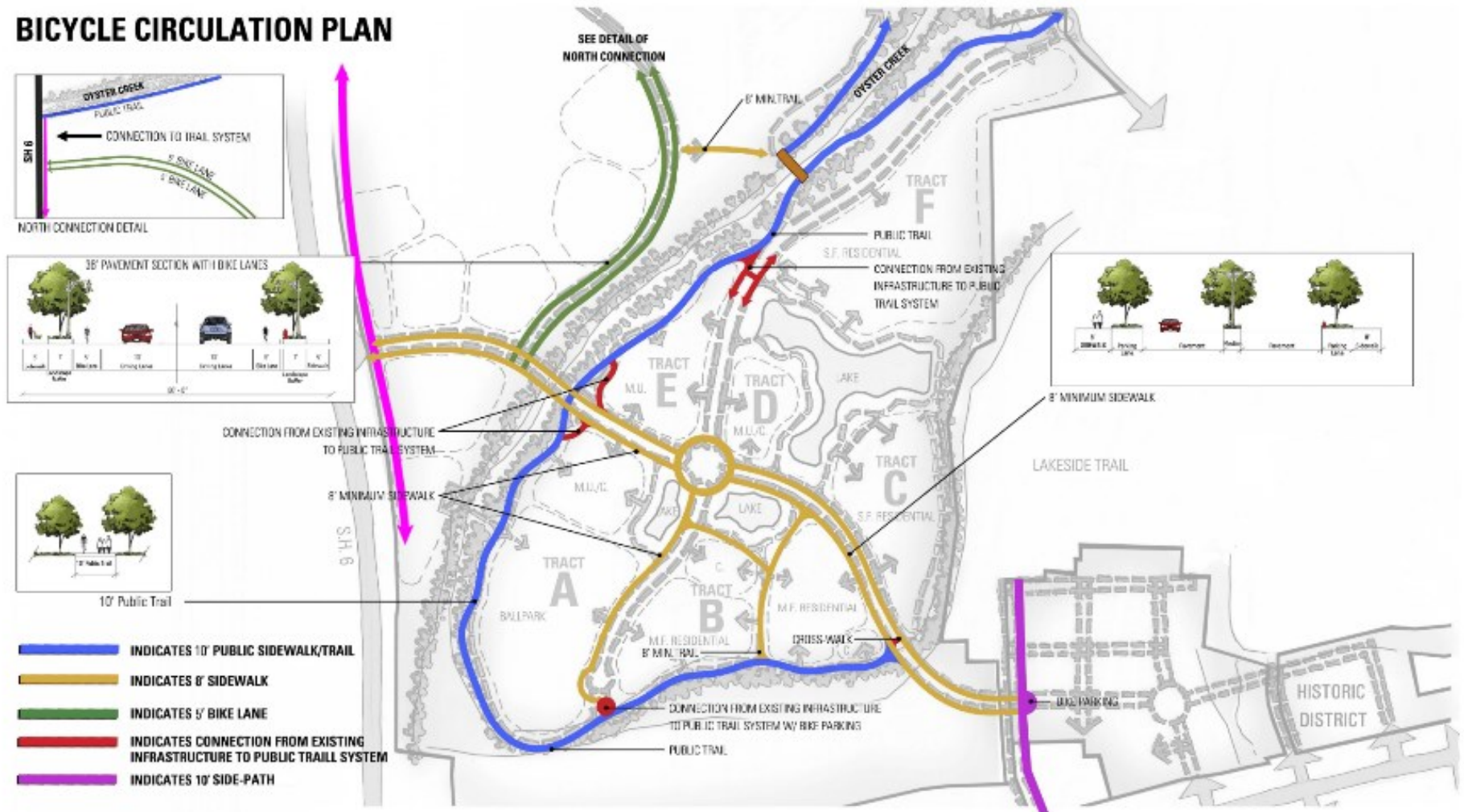
Sweetbay Magnolia	(<i>Magnolia virginiana</i>)
Tree Wax Myrtle	(<i>Myrica cerifica</i>)
Mexican Plum	(<i>Prunus mexicana</i>)
Texas Sable Palm	(<i>Sabal texana</i>)
Texas Mountain Laurel	(<i>Sophora secundiflora</i>)
Windmill Palm	(<i>Trachycarpus fortunei</i>)
Chaste Tree	(<i>Vitex agnus-castus</i>)

Shrubs:

(Abelia x grandiflora 'Prostrata', 'Sherwoodi', Edward Goucher')	
Dwarf Bottlebrush	(<i>Callistemon citrinus</i> 'Austraflora', 'Firebrand', 'Little John', and 'Splendens')
Japanese Cleyera	(<i>Ternstroemia gymnathera</i>)
Sago Palm	(<i>Cycas revoluta</i>)
Umbrella Plant	(<i>Cyperus alternifolius</i>)
African/Butterfly Iris	(<i>Dietes iridioides</i> , <i>Dietes bicolor</i>)
Elaeagnus Ebbingei	(<i>Elaeagnus macrophylla</i>)
Silverberry	(<i>Elaeagnus fruilandi</i>)
Pineapple Guava	(<i>Feijoa sellowiana</i>)
Red Yucca	(<i>Hesperaloe parviflora</i>)
Barbados Cherry	(<i>Malpighia Glabra</i>)
Fatsia	(<i>Fatsia japonica</i>)
Dwarf Burford Holly	(<i>Ilex cornuta</i> 'Burfordii Nana')
Chinese Holly	(<i>Ilex cornuta</i> 'Rotunda')
Dwarf Yaupon	(<i>Ilex vomitoria</i> 'Nana')
Louisiana Iris	(<i>Iris louisiana</i>)
Dwarf Crape Myrtle	(<i>Lagerstroemia indica</i> 'Nana')
Ligustrum	(<i>Ligustrum japonicum</i>)
Waxleaf Glossy Privet	(<i>Ligustrum lucidum</i>)
Fringe Flower	(<i>Loropetalum chinense</i>)
Maiden Grass	(<i>Miscanthus sinensis</i> var.)
Dwarf Wax Myrtle	(<i>Myrica pusilla</i>)
Nandina	(<i>Nandina domestica</i>)
Purple Fountain Grass	(<i>Pennisetum setaceum</i>)
Indian Hawthorn	(<i>Raphiolepis indica</i> 'Clara')
Shrub Rose	(<i>Rosa</i> spp. 'Knockout', 'The Fairy', 'Bonica', 'Carefree Wonder')
Society Garlic	(<i>Tulbaghia violacea</i>)
Sweet Viburnum	(<i>Viburnum</i> spp.)
Bridal Wreath Spirea	(<i>Spirea prunifolia</i>)
Oleander	(<i>Nerium oleander</i>)
Dwarf Oleander	(<i>Nerium oleander</i> 'Petite Pink', 'Little Red')
Plumbago	(<i>Plumbago auriculata</i>)
Dwarf Pomegranate	(<i>Punica granatum</i> 'Nana')
Kumquat	(<i>Fortunella</i> spp.)
Muhly Grass	(<i>Meuhlenbergia lindheimeri</i>)
Dwarf Maiden Grass	(<i>Miscanthus sinensis</i> 'Morning Light')

Exhibit B-5
Bicycle Circulation Plan

BICYCLE CIRCULATION PLAN

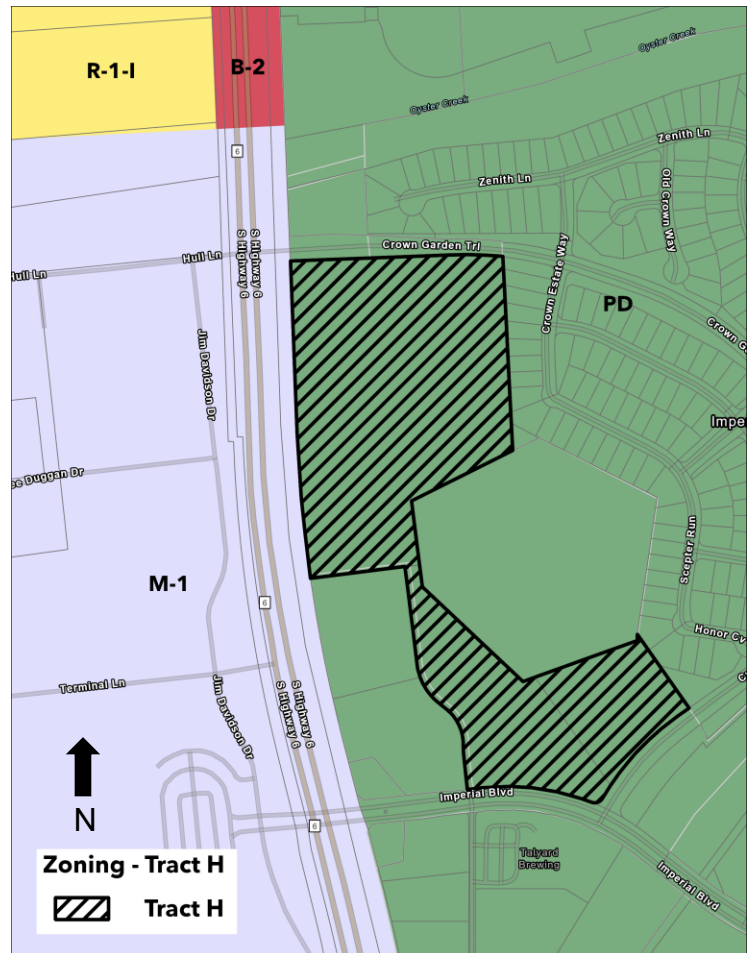




STAFF REPORT

IMPERIAL HIGHWAY 6 DISTRICT TRACT H GDP

This request is for a change of zoning from the overall Imperial GDP (Ord. No. 2284) to Imperial Highway 6 District Tract H GDP, which consists of approximately 30 acres east of Highway 6 between Imperial Blvd and Crown Garden Trail. The purpose for the change is to allow certain residential uses within Tract H. The new GDP will replace the existing GDP just for Tract H; the existing GDP was used as a starting point to create the new GDP. Below is a summary of the changes that were made to the overall Imperial GDP (Ord. 2284) to create the new General Development Plan specifically for Tract H.



Summary of Changes from Imperial General Development Plan (690 acres) to Imperial Highway 6 District Tract H General Development Plan (30 acres)

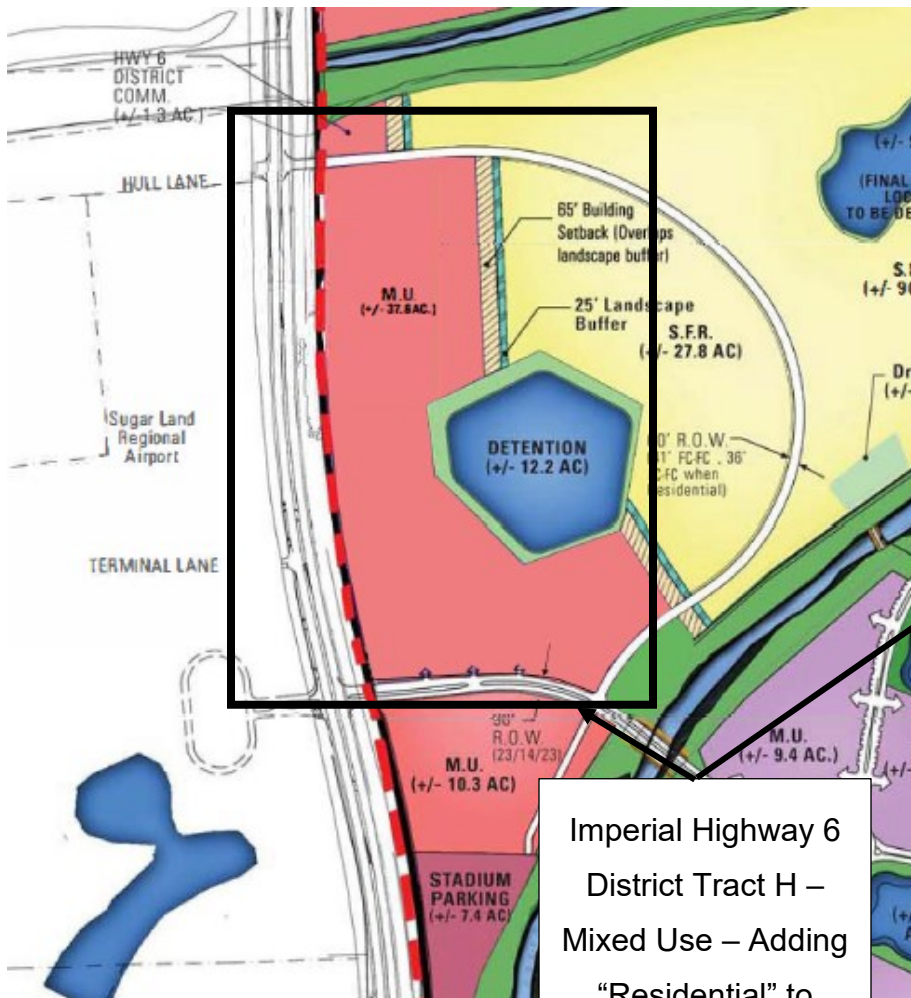
- Removed references and exhibits that do not pertain to Imperial Hwy 6 District Tract H, i.e. all regulations and exhibits for Ballpark District, Historic District, Residential District, etc.
- Added Permitted Uses and associated definitions for new uses:
 - Dwelling, Live/Work Unit
 - Dwelling, Single-Family Attached (Townhome)
 - Dwelling, Urban Home
 - *Note – Multiplex and Duplex are not included as Permitted Uses*
- Applied Townhome and Urban Home regulations from other Imperial districts to Highway 6 Tract H

Imperial Highway 6 District Tract H General Development Plan















- Revised Exhibit B-1, General Land Plan, to add “Residential” to Hwy 6 District Mixed Use
- Revised Exhibit B-2, Permitted Uses, to only include uses permitted in Hwy 6 District Tract H and associated conditions
 - Added Note (12) to indicate which nonresidential uses would be appropriate as part of Live/Work Units. These uses are consistent with those identified in the previous GDP for Live/Work Units in other parts of Imperial.

Imperial General Land Plan Excerpt

The proposed amendment includes a change to the Imperial General Land Plan, which is attached as Exhibit B-1. The change is to the legend – adding “Residential” to the “Mixed-Use” description for the Highway 6 Tract H area.



Imperial Highway 6
District Tract H –
Mixed Use – Adding
“Residential” to
Legend

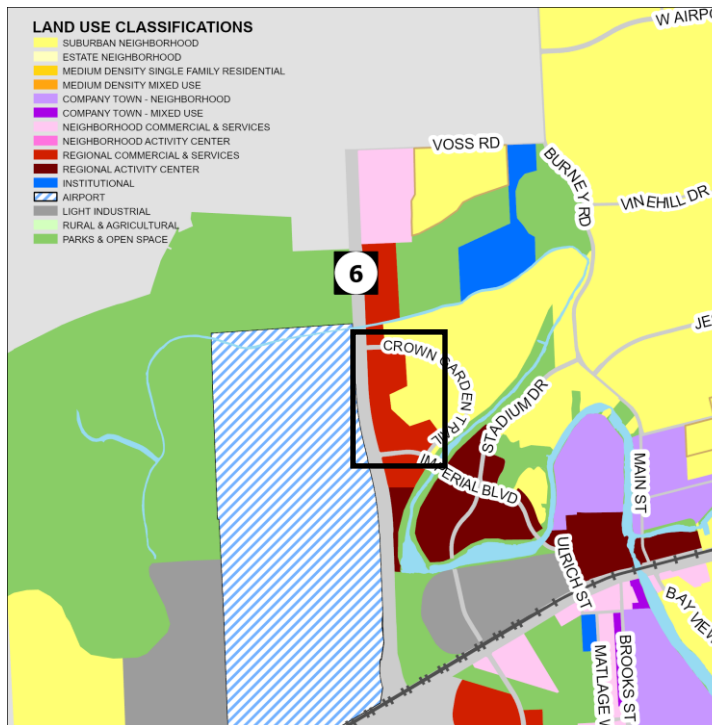
LAND USE LEGEND	
Ball Park: 27.4 Ac.	
 Ball Park Stadium & Parking	
Comm: 25.8 Ac.	
 State Highway 6 Commercial	
Mixed Use Districts	
Mixed-Use (Res./Retail): 57.7 Ac.	
 Mixed Use Ball Park District	
Mixed-Use (Res./Retail): 45.8 Ac.	
 Historic Mixed-Use District	
Mixed-Use (Retail/Hotel/Office/Residential): 60.1 Ac.	
 MU Mixed-Use - SHB	
Residential: 147.8 Ac.	
 Single Family	
Business Park District: 44.5 Ac.	
 Business Park District	
Open Space: 256.7 Ac.	
 Oyster Creek Waterway	
 Drainage/Retention/Lakes System	
 Detention	
 Park/Nature Preserve/Open Space/Roadways	
Utilities 25.6 Ac.	
 Oil Sales (2) and Surface Water Treatment Plant (1)	
Circulation 24.0 Ac. (Proposed ROW)	
 Thoroughfares & Collector Streets	
 Planned Development District Boundary (PD)	
PROJECT TOTAL ACREAGE:	716.0 Ac.

Imperial Highway 6 District Tract H General Development Plan

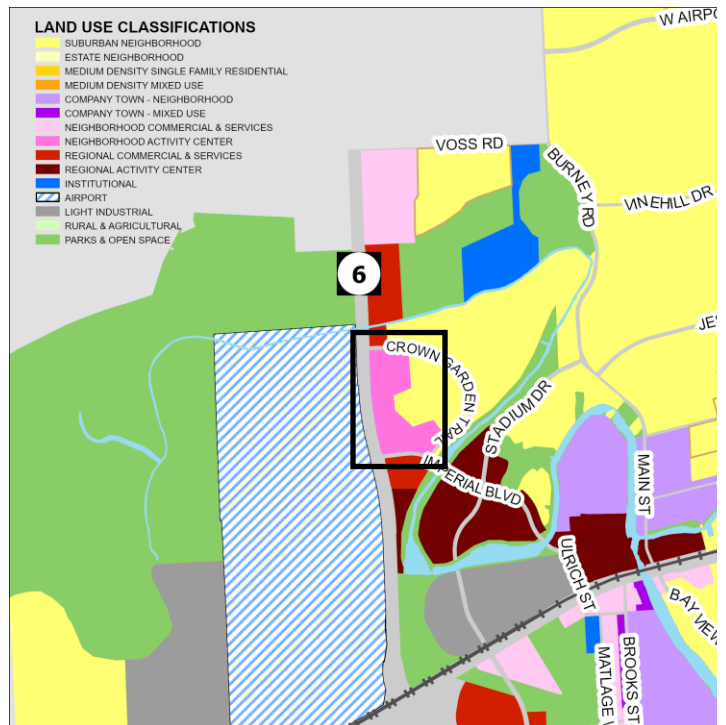
Future Land Use Map

The Future Land Use Map currently designates the area as Regional Commercial and Services. However, as part of the effort to add residential to Tract H, staff is bringing forward an amendment to the Future Land Use Map to change the designation to Neighborhood Activity Center. On January 23, 2025 the Commission unanimously recommended approval of this change to City Council; City Council will consider the change on April 15. The proposed GDP is consistent with this proposed change.

Current Future Land Use: Regional Commercial and Services



Proposed Future Land Use: Neighborhood Activity Center



PUBLIC HEARING NOTICE

The Notice of Public Hearing was published in a newspaper of general circulation and posted on the City of Sugar Land's Public Hearings webpage. All property owners within 200 feet of the subject property were notified via mailers and provided with an information document; a sign was also placed at the site. Below is an image of the public hearing notice, the informational document, and a map of properties that received mailers. Notification of the public hearing was also provided to the Imperial HOA and messaging was included on NextDoor. The public hearing notice included a link to an online form that can be submitted to provide comments in advance of the meeting.



NOTICE OF PUBLIC HEARING

PROPOSED CITY-INITIATED PLANNED DEVELOPMENT (PD) – GENERAL DEVELOPMENT PLAN FOR IMPERIAL HIGHWAY 6 DISTRICT ALLOWING FOR SPECIFIC RESIDENTIAL LAND USES

City Council Public Hearing 5:30 p.m., April 15, 2025, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North, hosted via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live> and Sugar Land Comcast Subscribers can also tune-in on Channel 16, to hear all persons interested in the proposed PD – General Development Plan.

This is a city-initiated PD – General Development Plan (GDP) for Imperial Highway 6 – Tract H, approximately 30 acres of land located west of State Highway 6 between Imperial Boulevard and Crown Garden Boulevard in the Alexander Hodge League, Abstract Number 32. The proposed GDP will add residential uses to the Permitted Uses list for the property, which previously contained only non-residential uses. The GDP allows the following compact residential land uses on the property: Dwellings – Single-Family Attached (Townhomes), Urban Homes, and Live/Work.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under “Meeting Agendas” City Council no later than Friday, April 11, 2025. Request details or provide feedback on the proposed amendment online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Redevelopment Department at (281) 275-2229.

TEXAS SUGAR LAND

IMPERIAL HWY 6 RESIDENTIAL ADDITION

1. What is the City proposing for this property?

The City is proposing an update to its Land Use Plan and initial zoning for Imperial Highway 6 Tract H (pictured). If approved, this change would allow for compact residential development, in addition to commercial and office uses, on Tract H. To complete the zoning process, another step, including a public hearing, would still be needed in order for residential uses to be developed.

2. Why is this necessary?

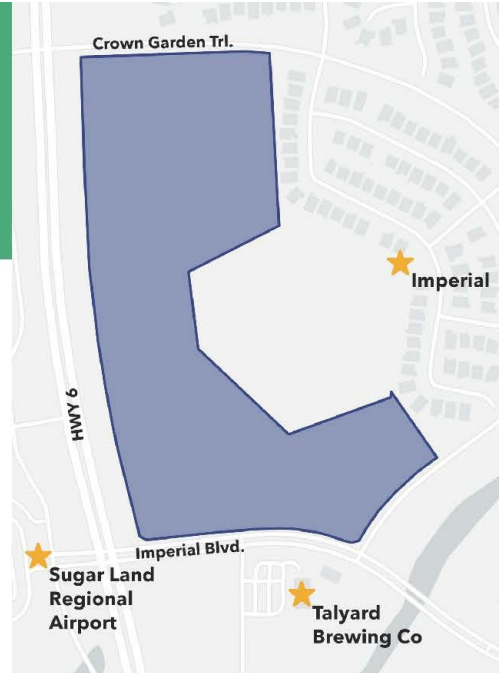
The current zoning of this property only permits office and commercial uses—not residential, which is needed. Sugar Land is experiencing a growing need for housing, which is crucial for supporting the local economy. There have been a number of inquiries from developers interested in developing compact housing on this property, but this is not allowed under the current zoning.

3. What is a Land Use Plan?

A Land Use Plan is a strategic guide developed by the City, outlining how to use its remaining land wisely as the city grows. It ensures that the community has the right mix of homes, businesses, parks, and other spaces to meet residents' needs and support a strong local economy. With less than 4% vacant land remaining in Sugar Land, it's important to maximize all available space to foster sustainable development and secure a vibrant future for the community.

4. What is compact housing?

Compact housing refers to designing and building homes on smaller lots that maximize the use of limited land. This can include townhomes and urban homes, which are residential housing types designed to fit more homes into a smaller area. Compact housing is meant to promote walkable, vibrant neighborhoods by placing homes closer to local shops, parks and other amenities. There are existing examples of compact housing here in Imperial. (See pictured)



CONTACT US

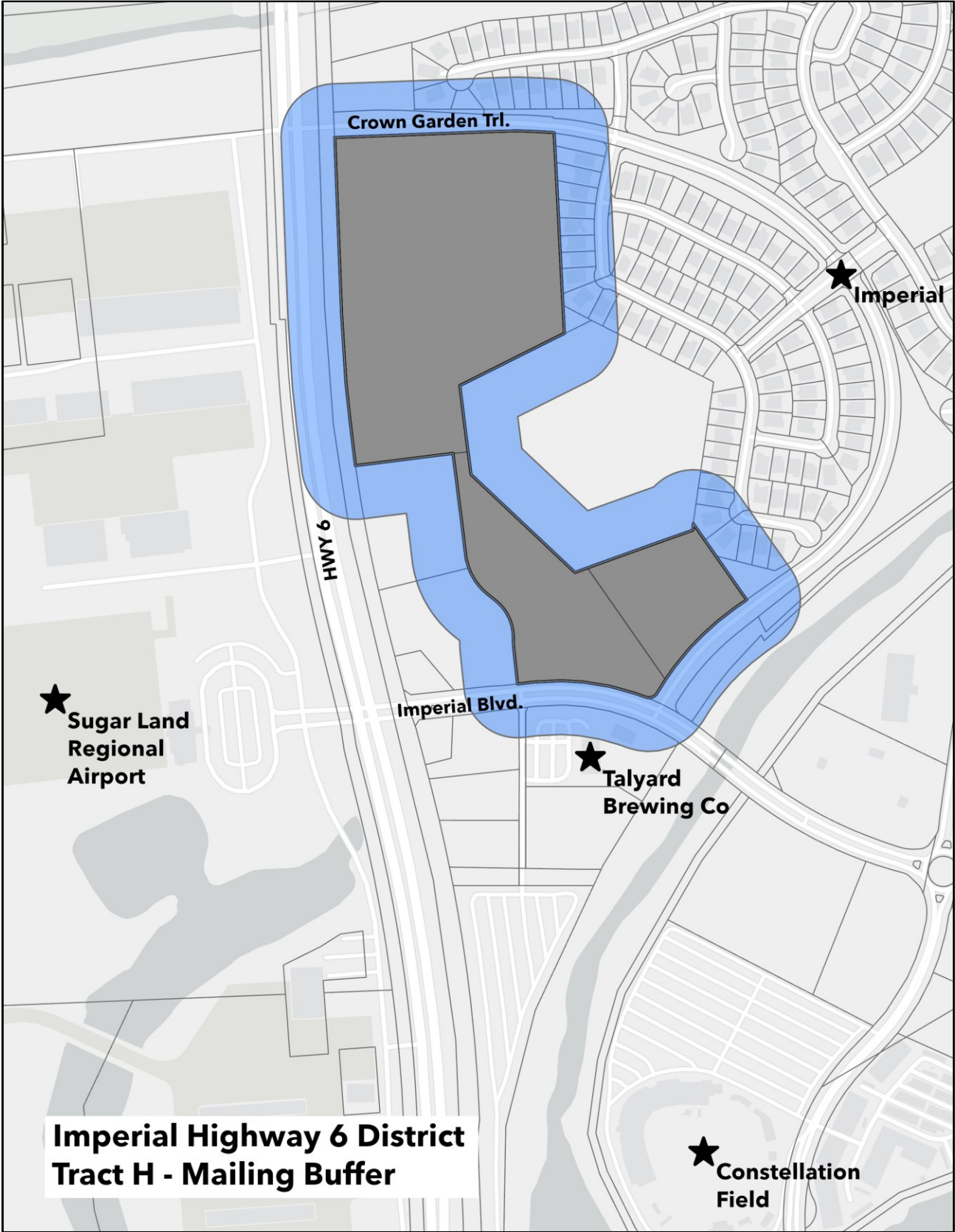


RUTH LOHMER

ASSISTANT DIRECTOR OF REDEVELOPMENT
RLOHMER@SUGARLANDTX.GOV

IMPORTANT DATES

- Community Meeting: March 6
- Public Hearing Notice: March 12
- Public Hearing: March 27





City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: VI.C.

AGENDA OF: City Council Meeting

INITIATED BY: *Jessica Echols, Senior Planner*

PRESENTED BY: *Jessica Echols, Senior Planner*

RESPONSIBLE DEPARTMENT: Planning & Development Services

AGENDA CAPTION:

PUBLIC HEARING 5:30 P.M.: Receive and hear all persons desiring to be heard on the proposed amendments to Chapters 2, 5, and 10 of the Sugar Land Development Code.

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

RECOMMENDED ACTION:

Hold a Public Hearing followed by the first reading of Ordinance No. 2373.

EXECUTIVE SUMMARY:

This request is for a proposed amendment to Chapters 2 (Zoning Regulations), 5 (Subdivision Regulations), and 10 (Definitions) of the Sugar Land Development Code. The purpose of this amendment is to align the regulations for the Lake Pointe Redevelopment (LPR) District in Chapter 2 with the Subdivision Regulations in Chapter 5 and the City's

Design Standards by providing clarifications, resolving conflicting provisions, and adding cross-references between the chapters. It also includes minor updates to definitions in Chapter 10 to enhance clarity and consistency.

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

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

Staff presented a workshop on the proposed changes to the Development Code at the March 11, 2025, Planning & Zoning Commission meeting. Following the workshop, staff made adjustments based on the Commission's feedback, including clarifying the definitions for dwelling types, adding a minimum caliper requirement for trees in the Pedestrian Enhancement Zone, and specifying that site plans are required for 'triplexes,' 'fourplexes,' and 'sixplexes' instead of using the term 'multiplex.' Staff also provided an update on the proposed amendment to the Economic Development Committee on March 25, 2025.

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

This item is scheduled for a Public Hearing followed by the first reading of Ordinance No. 2373. The Public Hearing notice included a link to an online form that can be submitted to provide comments in advance of the meeting. As of the date of this report, we have not received any public feedback regarding this item. Staff supports approval of Ordinance No. 2373.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:N/A

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2373	Ordinances
▣ Summary of Changes	Other Supporting Documents
▣ Chapter 2 - Zoning Regulations (Clean Draft)	Other Supporting Documents
▣ Chapter 2 - Zoning Regulations (Redline Draft)	Other Supporting Documents
▣ Chapter 5 - Subdivision Regulations (Clean Draft)	Other Supporting Documents
▣ Chapter 5 - Subdivision Regulations (Redline Draft)	Other Supporting Documents
▣ Chapter 10 - Definitions (Clean Draft)	Other Supporting Documents
▣ Chapter 10 - Definitions (Redline Draft)	Other Supporting Documents
▣ PH Notice	Other Supporting Documents

ORDINANCE NO. 2373

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

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

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

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

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

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

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

Sec. 2-6. - Site Plan Packages.

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

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

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

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

A. Street Layout

1. Pedestrian Realm

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

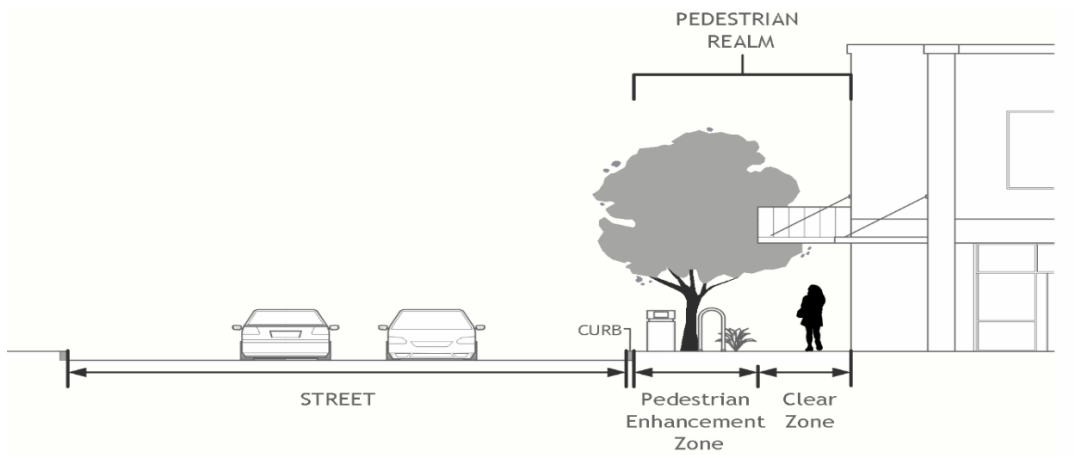


Figure 2- 119.A: Pedestrian Realm

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

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

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

REFERENCES

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

B. Connectivity

1. General

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

2. Cross Access

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

C. Parking Location, Size, and Pedestrian Connectivity.

1. On-Street Parking Location.

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

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

2. Parking Lot Location

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

3. Parking Lot Size

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

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

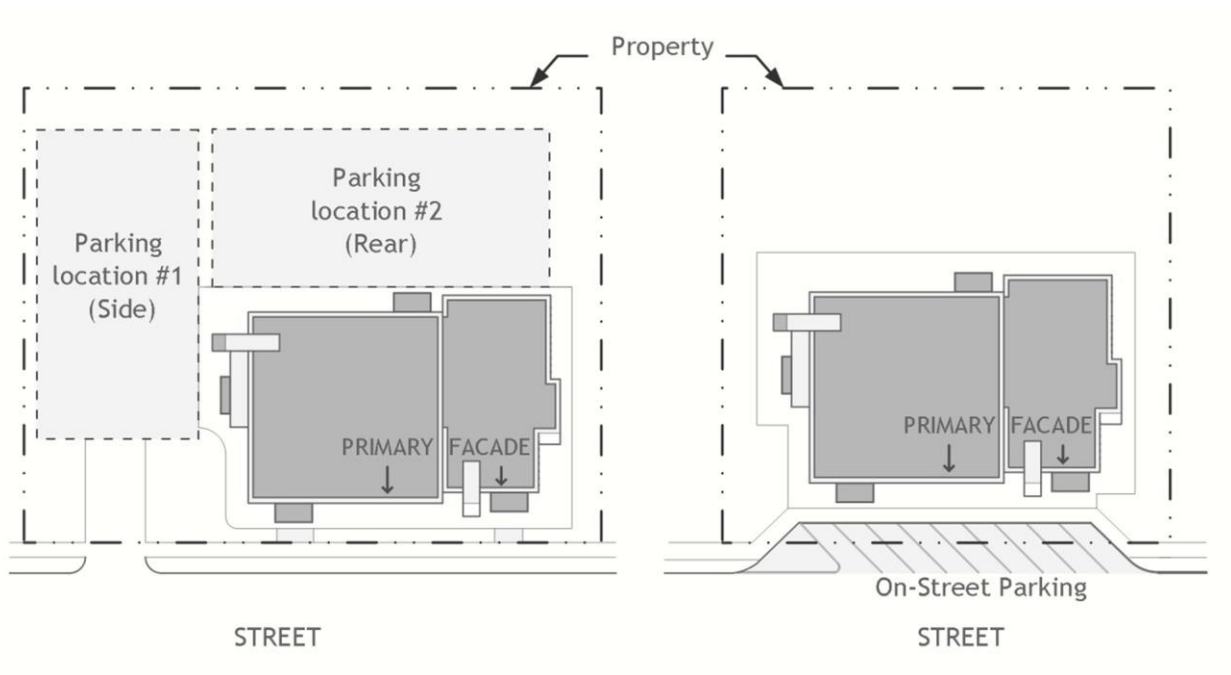


Figure 2-119.B: Parking Lot Location

4. Pedestrian Walkways in Parking Lots

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

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

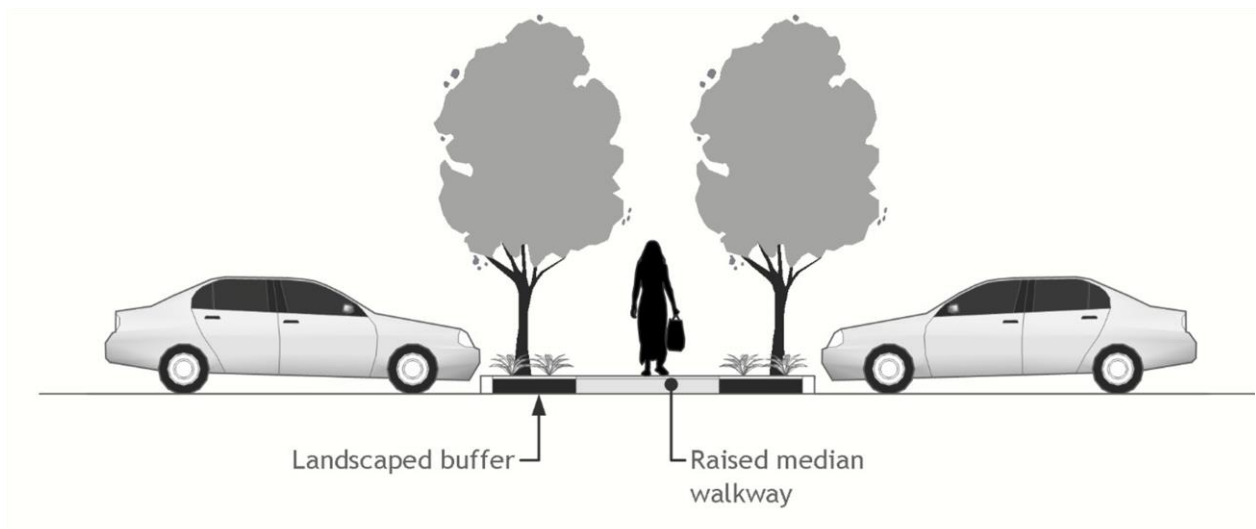


Figure 2-119.C: Pedestrian Walkways in Parking Lots

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

D. Pedestrian Connectivity

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

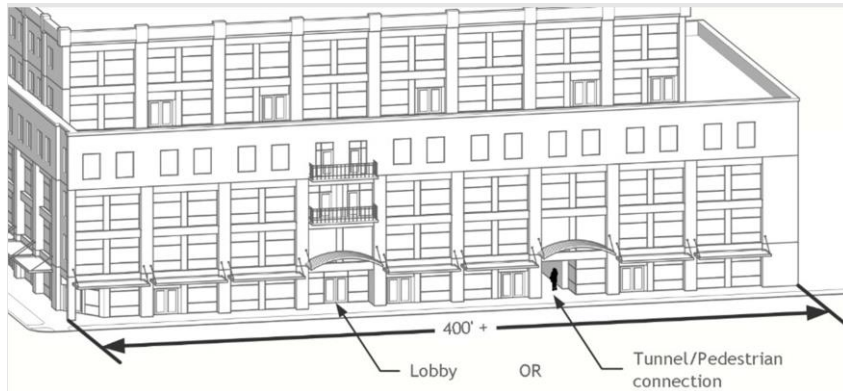


Figure 2-119.D: Midblock Pedestrian Connection

E. Private Garages and Surface Parking for Middle Housing.

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

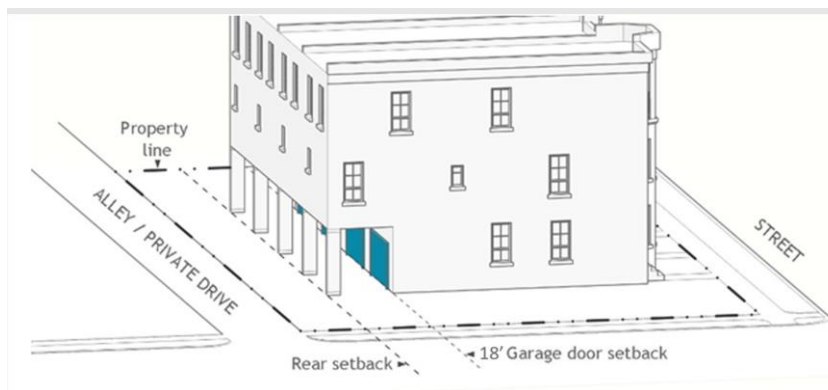


Figure 2-119.E: Rear Loading Garage Setback

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

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

Sec 2-120. Pedestrian Realm Enhancements.

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

A. Pedestrian Amenities Required for All Development.

The Pedestrian Enhancement Zone must include the following amenities:

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

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

1. Applicability.

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

a. Middle Housing Exempt.

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

b. Pedestrian Enhancement Options

Table 2-120.1: Pedestrian Enhancement Options	
Description	Points
Spaces and Areas	
An enhanced landscaped area provided such landscaped area has a minimum depth and width of 10 feet and a minimum total area of the lesser of 650 square feet or two percent of the net site area. Enhanced landscaping includes additional plant quantity and varieties, pedestrian accommodations, raised beds, and landscape walls or similar hardscape elements.	1 point (Maximum 3)
A playground, patio, or plaza with outdoor seating areas, provided the playground, patio, or plaza has a minimum depth and width of ten feet and a minimum total area of 300 square feet.	2 points
Shade provided for the playground, patio, or plaza using Canopies pergolas, shade trees (minimum 6-inch caliper), or other coverings.	2 points
Site Features	
At least one Blank Wall treatment: <ul style="list-style-type: none"> • Install trellises with climbing vines or plant materials along wall; • Provide a planting bed with plant material that screens at least 50 percent of the wall surface; or • Provide artwork on the surface. 	1 point
Creative, ornate or decorative art installations, sculptures, murals, or other intentional artwork	1 point (Maximum 2)
Rain gardens, street-side swales, soil and turf management or other appropriate storm water infiltration system(s) to capture and infiltrate a minimum of 25 percent of site-generated stormwater (subject to Engineering approval)	3 points
Seating every 50 feet adjacent to the building or within the Pedestrian Enhancement Zone, provided such seating includes a variety of seating types and figurations, accommodates solitary and social activities, and provides a safe, comfortable seating surface with smooth, even surfaces and curved edges. The following kinds of seating may be used to meet the requirement: moveable seating, fixed individual seating, fixed benches with and without backs, and seating designed into architectural features (e.g., walls, planter ledges, and seating steps).	1 point
Shade provided for seating areas using Canopies, pergolas, shade trees (minimum 6-inch caliper), or other coverings.	1 point
Trash and recycling receptacles installed every 250 feet along the building frontage and at each building entrance adjacent to a pedestrian walkway	1 point

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

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

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



Figure 2-121.A: Building Arrangement

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

C. *Building Orientation and Siting.*

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

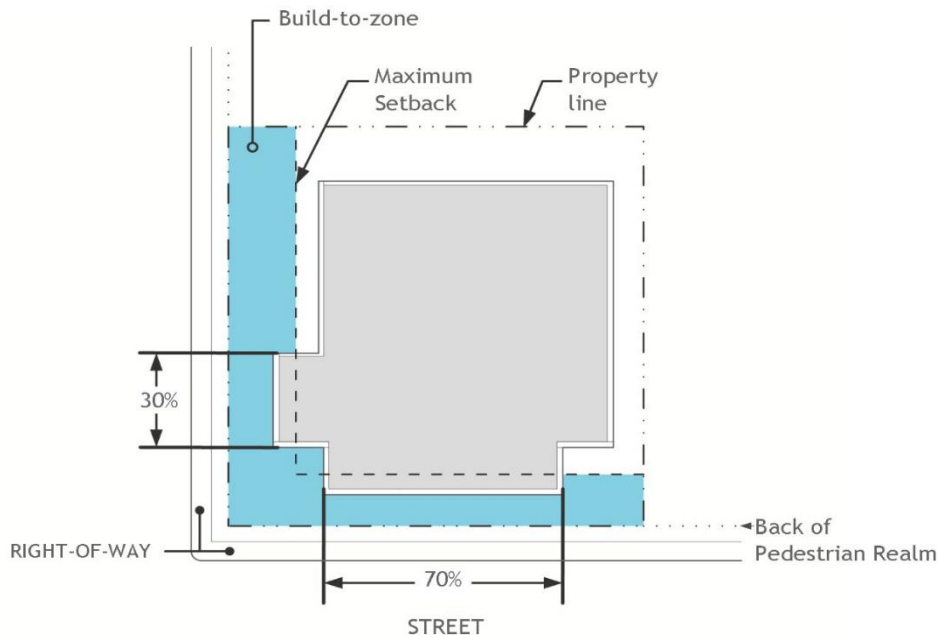


Figure 2-121.B: Building Siting

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

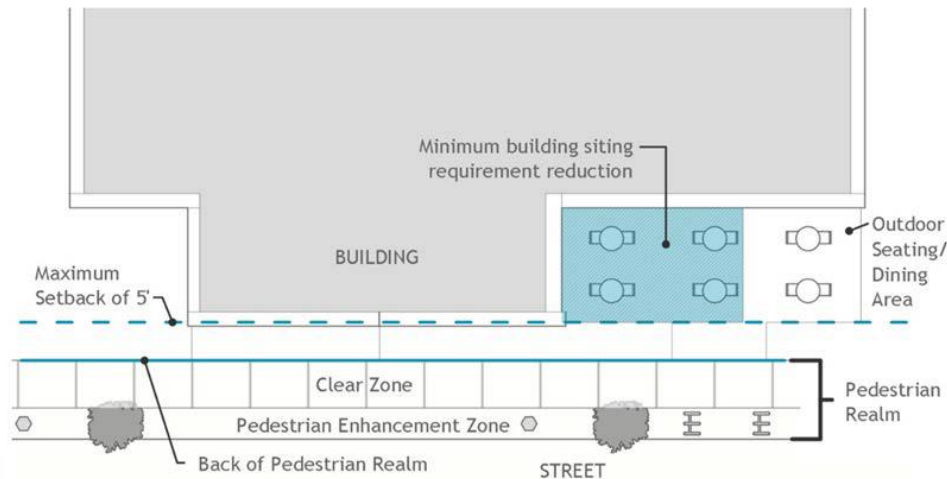


Figure 2-121.C: Minimum Frontage Requirements- Outdoor Seating and Dining

D. Building Entrances.

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

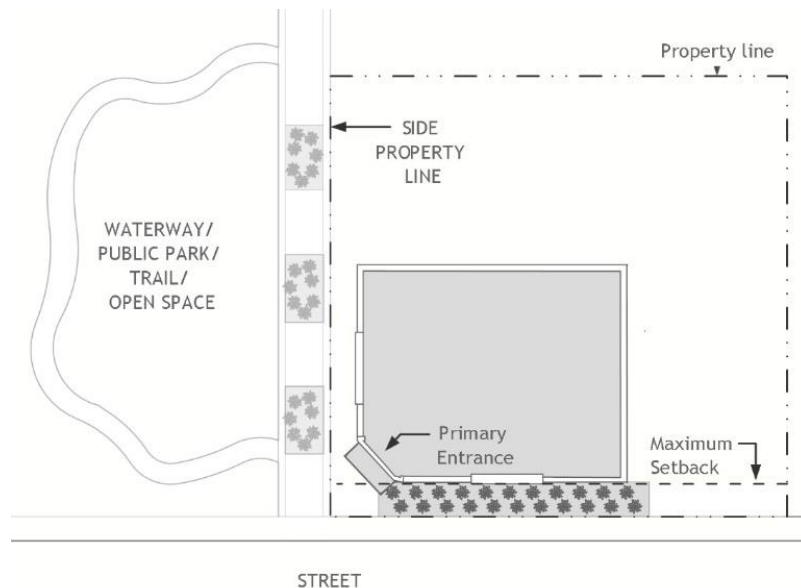


Figure 2-121.D: Orientation Toward Primary Street Frontage

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

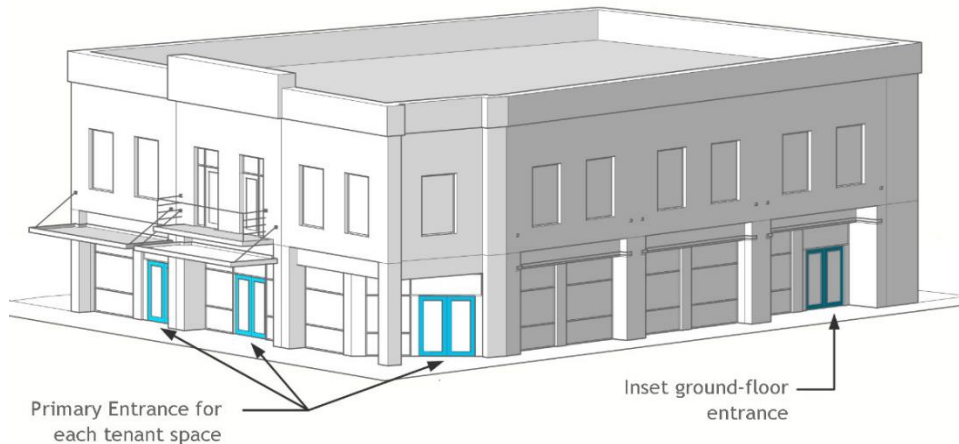


Figure 2-121.E: Building Entrances

E. Ground Level Design.

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

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

F. *Building Form.*

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

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

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

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



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

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

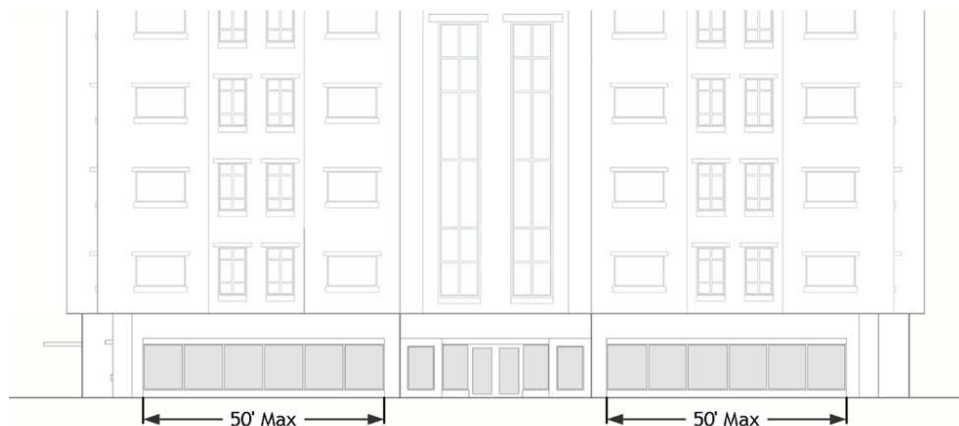


Figure 2-121.G: Building Transparency - Storefront

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

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

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

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

Sec 2-122. Building Design – Middle Housing Development

A. Building Orientation and Entrances

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

B. Building Form

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

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

C. Building Transparency

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

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

Sec. 5-3. - Definitions.

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

Access Easement: See Chapter 10 for definition.

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

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

Alley: See Chapter 10 for definition.

City: See Chapter 10 for definition.

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

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

Civic Space: See Chapter 10 for definition.

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

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

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

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

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

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

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

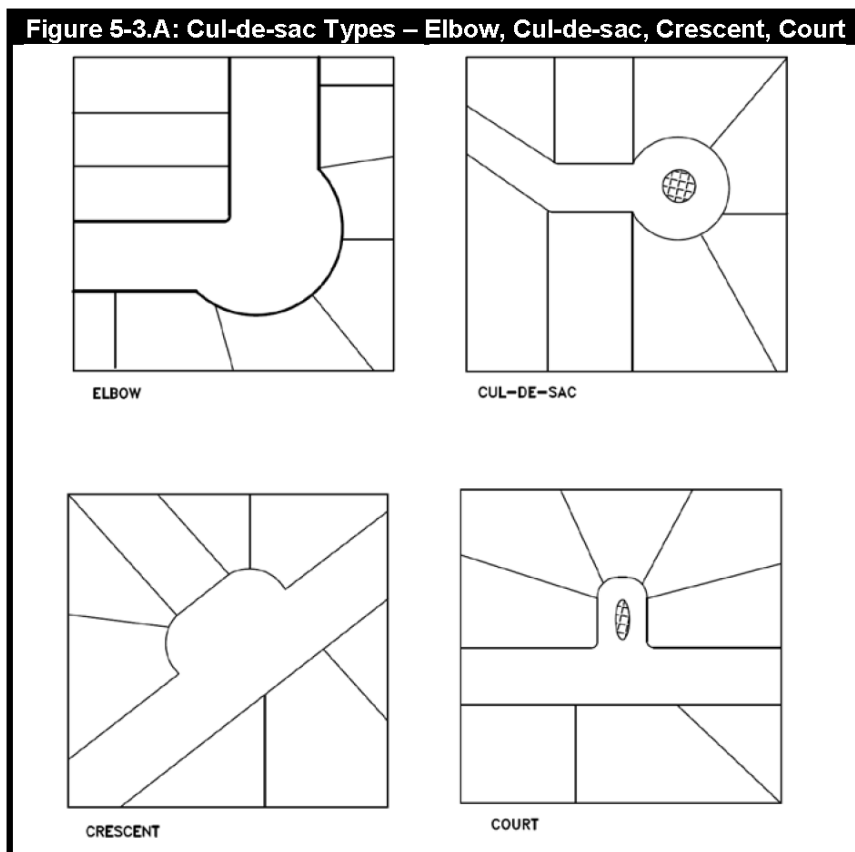


Figure 5-3.A

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

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

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

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

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

Duplex: See Chapter 10 for definition.

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

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

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

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

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

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

Mews: See Chapter 10 for definition.

Middle Housing: See Chapter 10 for definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Street: See Chapter 10 for definition.

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

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

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

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

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

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

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

B. General definitions may be found in Chapter 10.

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

Sec. 5-19. - Streets.

A. *General Provisions.*

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

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

B. *Residential Private Streets.*

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

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

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

C. *Nonresidential Private Streets.*

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

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

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

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

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

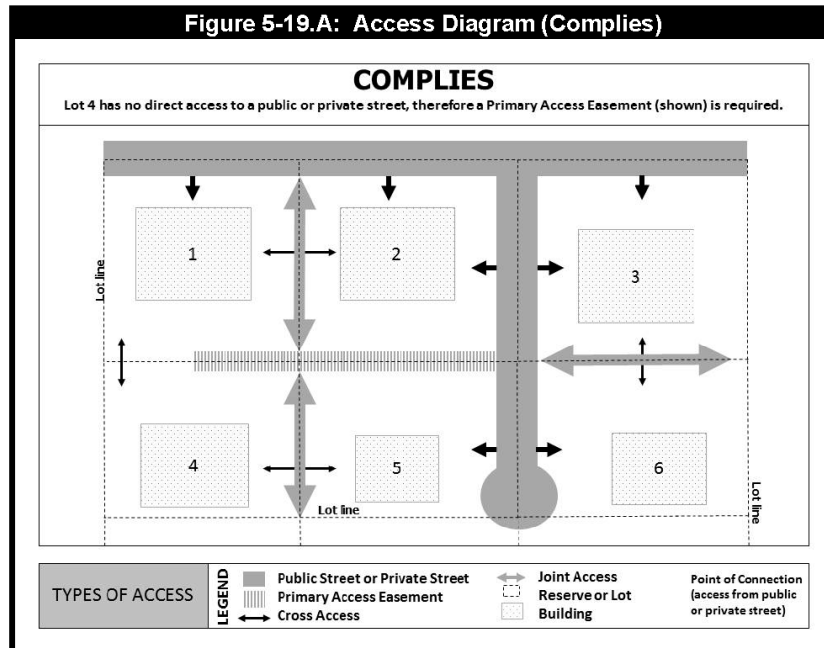


Figure 5-19.A

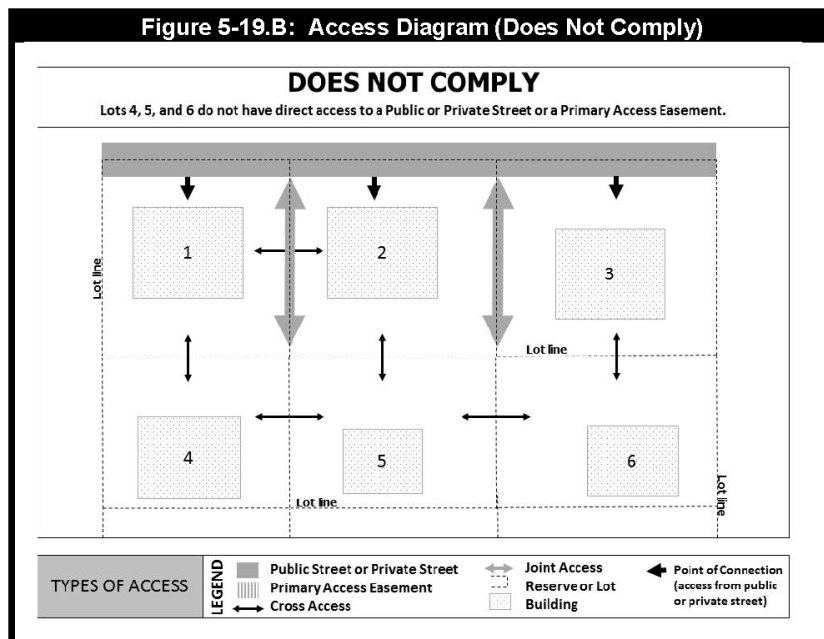


Figure 5-19.B

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

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

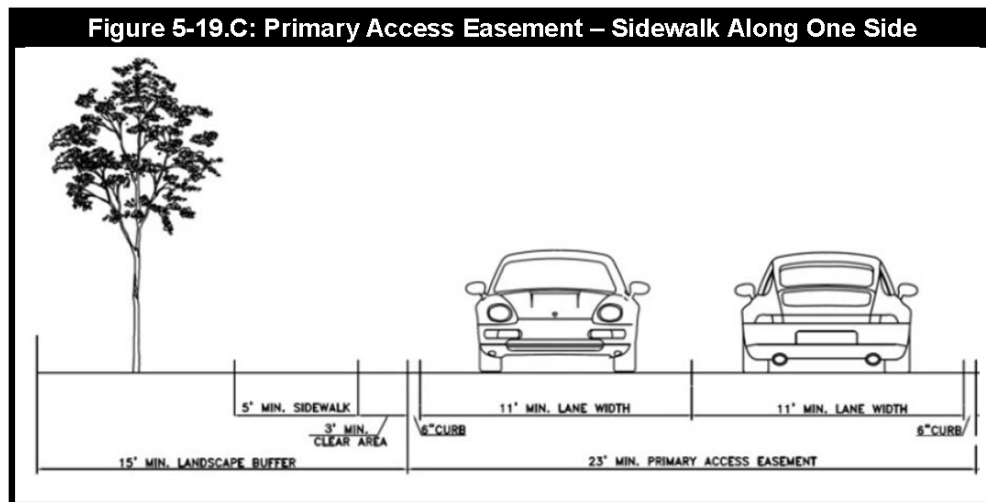


Figure 5-19.C

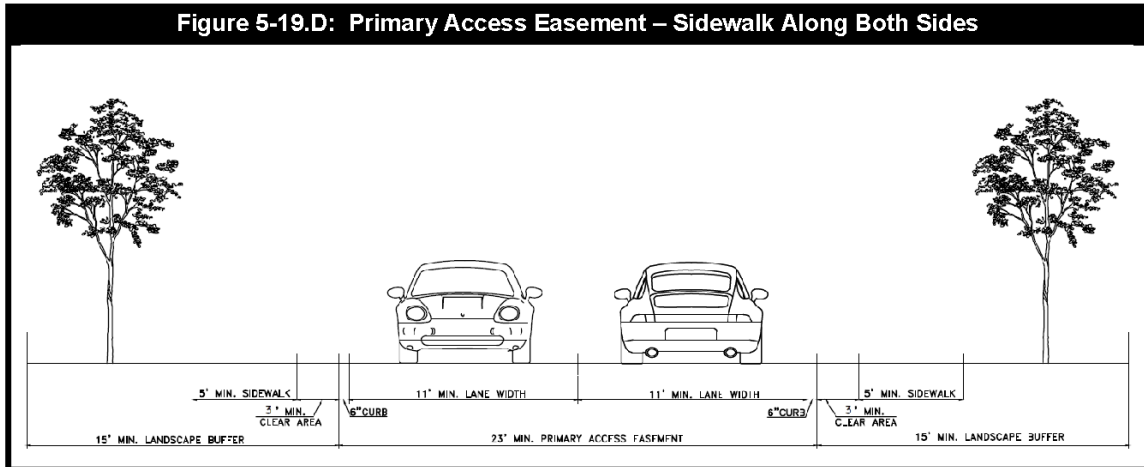


Figure 5-19.D

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

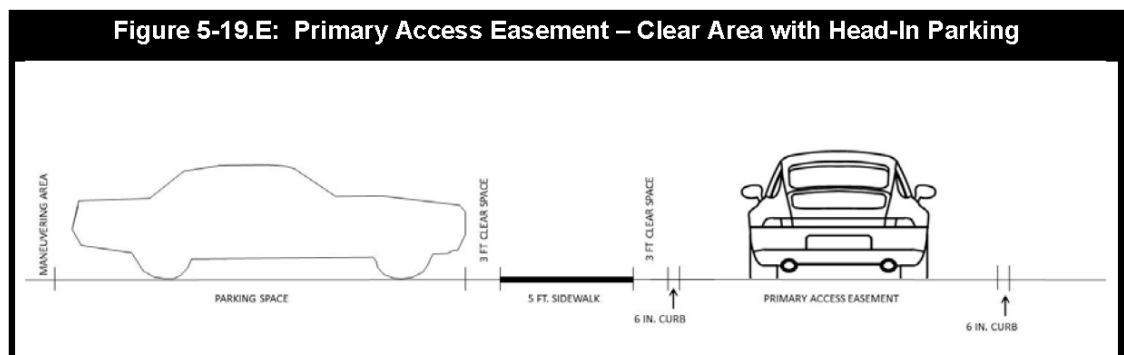


Figure 5-19.E

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

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

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

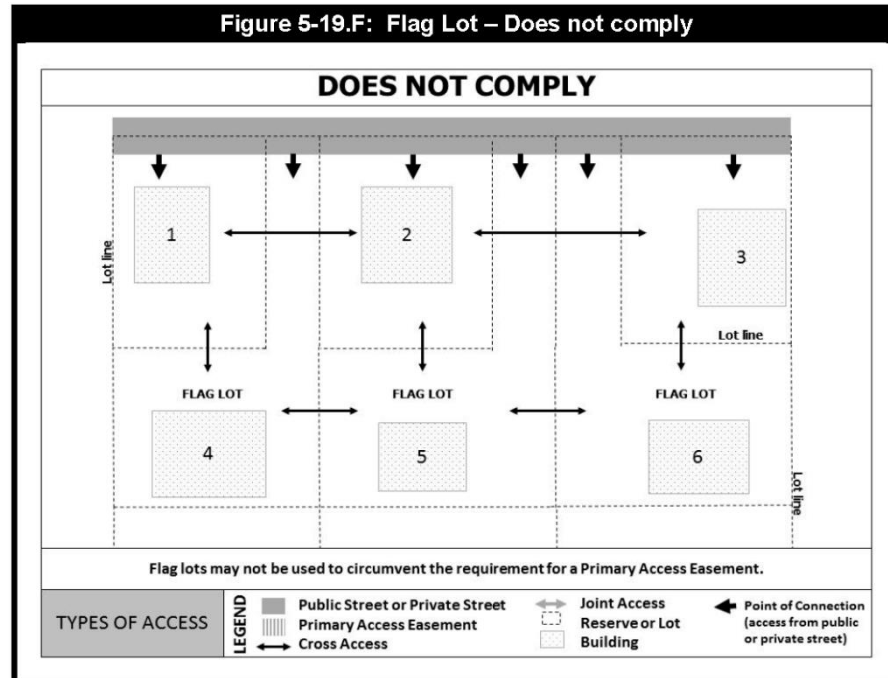


Figure 5-19.F

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

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

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

F. *Alleys.*

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

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

Sec. 5-20. - Blocks.

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

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

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

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

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

Sec. 5-30. - Park Land Dedication.

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

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

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

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

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

Sec. 10-3. - Definitions.

A

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

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

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

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

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

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

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

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

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

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

Arbor (see Pergola)

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

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

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

B

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

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

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

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

Board means the City's Zoning Board of Adjustment.

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

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

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

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

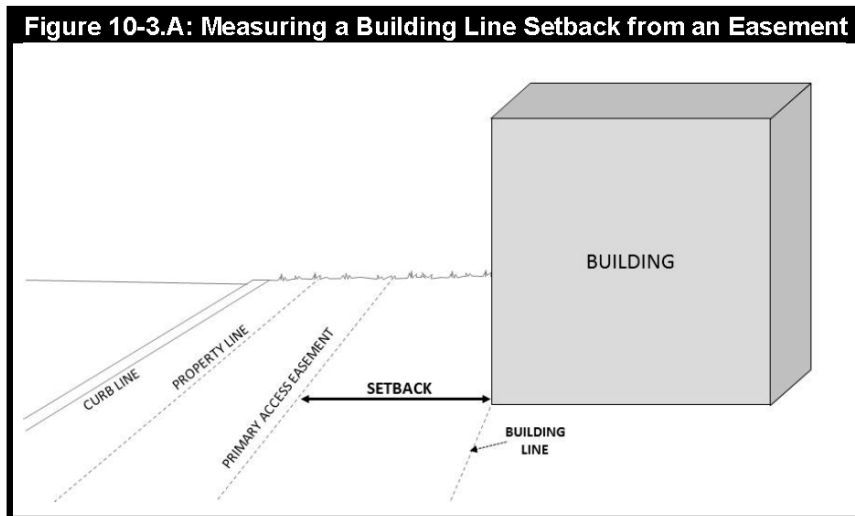


Figure 10-3.A

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

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

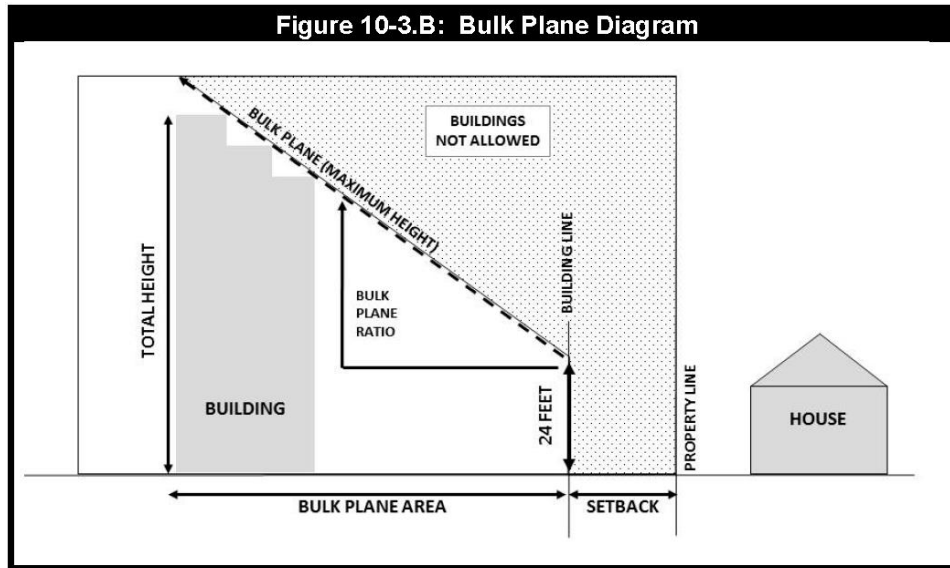


Figure 10-3.B

C

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

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

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

City means the City of Sugar Land, Texas.

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

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

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

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

Commission means the Planning and Zoning Commission of the City.

D

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

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

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

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

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

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

Dwelling, Live/Work See Live/Work Dwelling

Dwelling, Multi-Family See Multi-Family Dwelling

Dwelling, Multiplex See Multiplex Dwelling

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

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

Dwelling, Sixplex See Sixplex Dwelling

Dwelling, Triplex or Fourplex See Triplex or Fourplex Dwelling

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

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

Dwelling, Urban Home See Urban Home Dwelling

E

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

F

FAA means the Federal Aviation Administration.

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

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

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

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

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

FCC means the Federal Communications Commission.

Family means:

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

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

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

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

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

G

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

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

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

H

Height means:

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

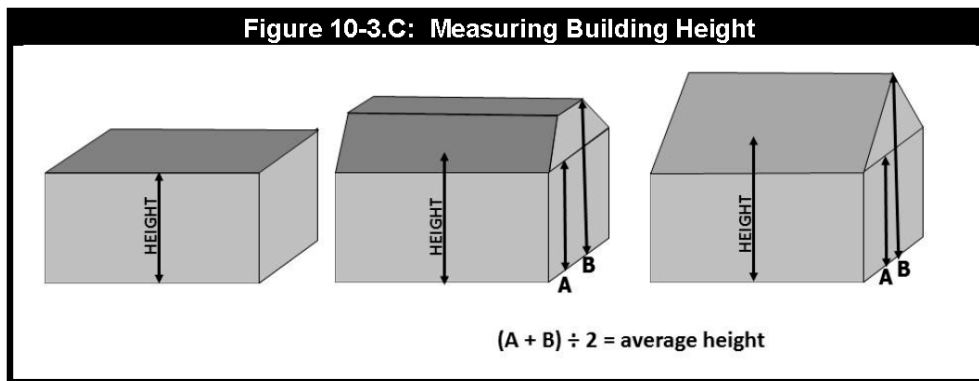


Figure 10-3.C

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

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

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

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

I

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

K

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

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

L

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

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

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



Live/Work Dwelling

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

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

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

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

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

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

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

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

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

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

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

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

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

M

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

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

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

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

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

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

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

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

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

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

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

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

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

N

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

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

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

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

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

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

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

O

Open Space means an area without buildings.

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

P

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R

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

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

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

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

S

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

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

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

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

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

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



Single-Family Attached Dwelling

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

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



Sixplex Dwelling

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

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

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

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

T

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

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

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

Tree, Protected. See Protected Tree.

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

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



Triplex or Fourplex Dwelling

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



Two-Family Dwelling

U

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



Urban Home Dwelling

V

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

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

Y

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

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

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

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

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

Section 12. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 13. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance will not affect the validity of the remainder of the ordinance.

APPROVED on _____.

ADOPTED on _____.

Joe R. Zimmerman, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Summary of Changes:

Zoning Regulations (Chapter 2)

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

Subdivision Regulations (Chapter 5)

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

Definitions (Chapter 10)

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

Chapter 2 – Zoning Regulations

Clean Draft

Sec. 2-6. - Site Plan Packages.

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

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

A. Street Layout

1. Pedestrian Realm

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

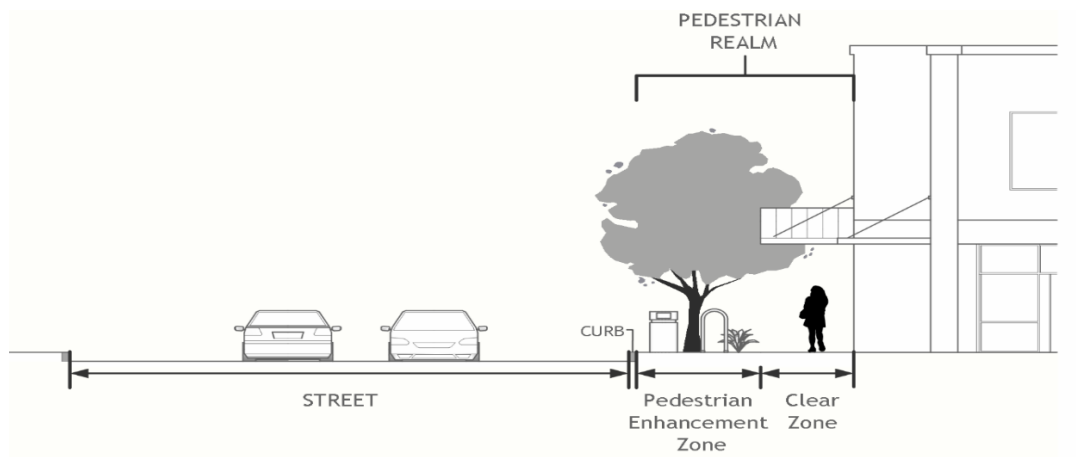


Figure 2- 119.A: Pedestrian Realm

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

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

REFERENCES

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

B. Connectivity

1. General

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

2. Cross Access

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

C. Parking Location, Size, and Pedestrian Connectivity.

1. On-Street Parking Location.

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

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

2. Parking Lot Location

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

3. Parking Lot Size

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

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

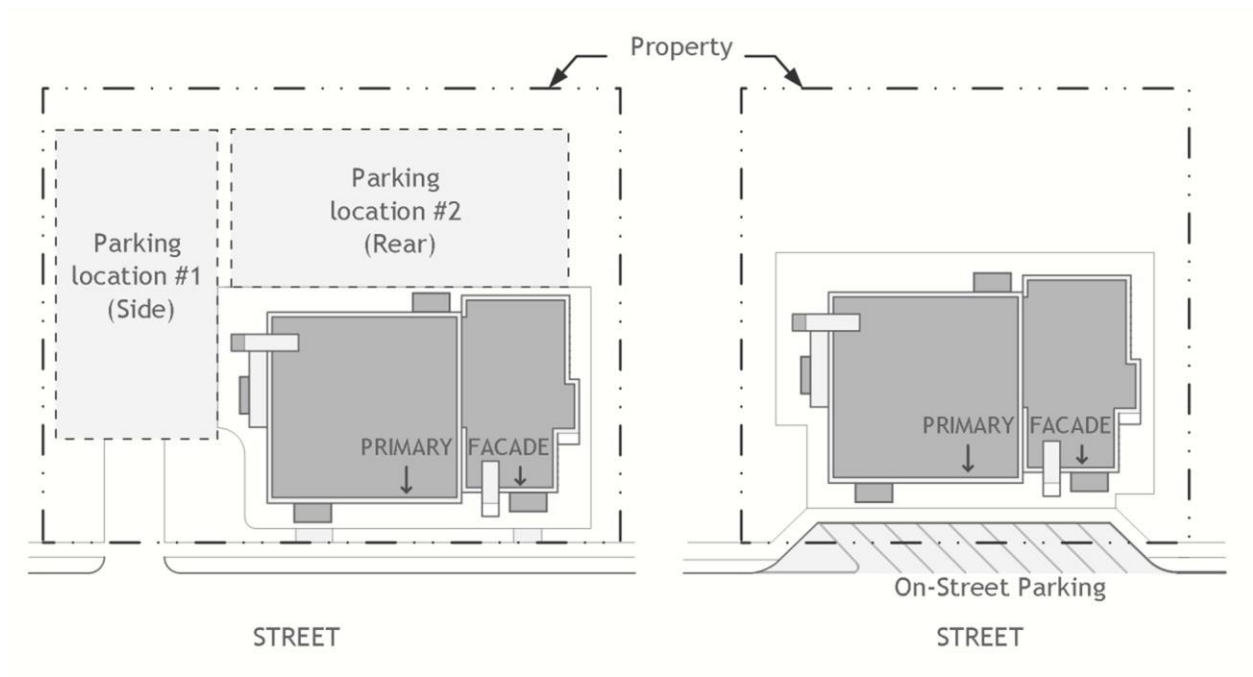


Figure 2-119.B: Parking Lot Location

4. Pedestrian Walkways in Parking Lots

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

b. As shown in **Figure 2-119.C: Pedestrian Walkways in Parking Lots**, Pedestrian walkways required above shall:

- (1) Be a minimum of 5 feet wide;
- (2) Be distinguishable from areas used by vehicles in one or more of the following ways:
 - (i) Varying surfacing material, patterns, and/or paving color, but not including the painting of the paving material;
 - (ii) Varying paving height;
 - (iii) Decorative bollards; or
 - (iv) Raised median walkways with landscaped buffers;

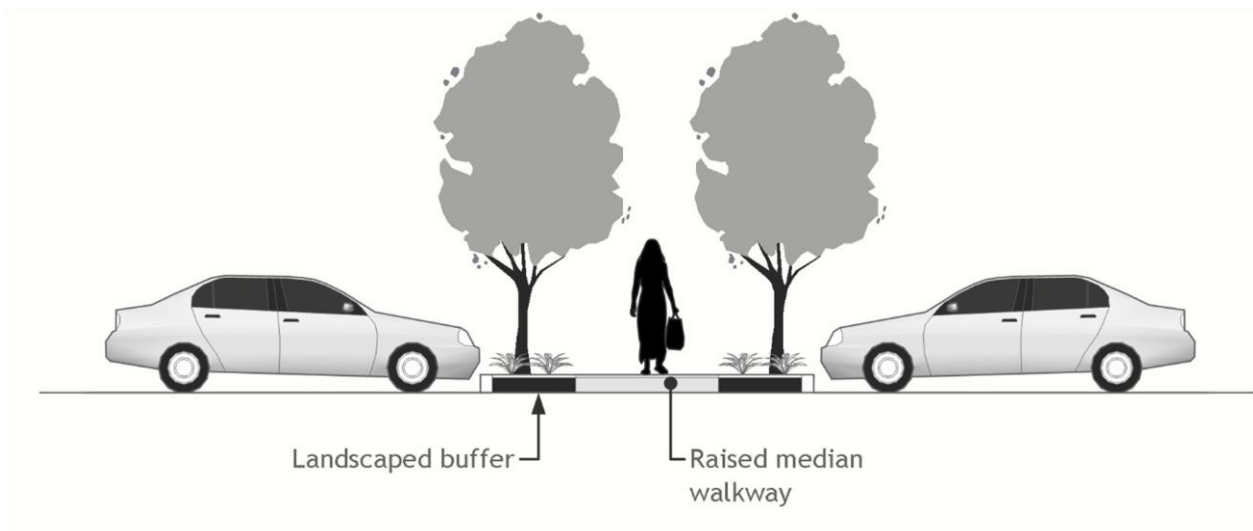


Figure 2-119.C: Pedestrian Walkways in Parking Lots

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

D. Pedestrian Connectivity

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

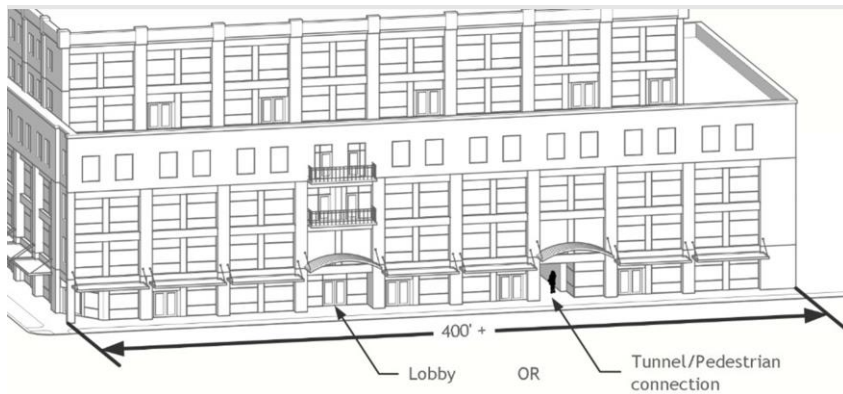


Figure 2-119.D: Midblock Pedestrian Connection

E. Private Garages and Surface Parking for Middle Housing.

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

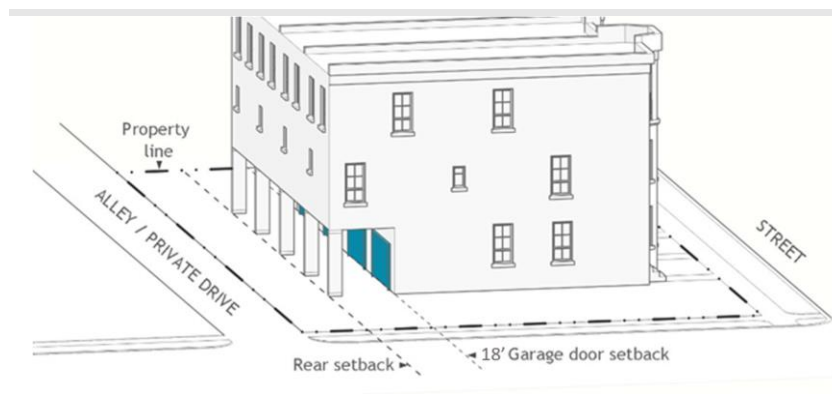


Figure 2-119.E: Rear Loading Garage Setback

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

Sec 2-120. Pedestrian Realm Enhancements.

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

A. Pedestrian Amenities Required for All Development.

The Pedestrian Enhancement Zone must include the following amenities:

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

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

1. Applicability.

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

a. Middle Housing Exempt.

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

b. Pedestrian Enhancement Options

Table 2-120.1: Pedestrian Enhancement Options	
Description	Points
Spaces and Areas	
An enhanced landscaped area provided such landscaped area has a minimum depth and width of 10 feet and a minimum total area of the lesser of 650 square feet or two percent of the net site area. Enhanced landscaping includes additional plant quantity and varieties, pedestrian accommodations, raised beds, and landscape walls or similar hardscape elements.	1 point (Maximum 3)
A playground, patio, or plaza with outdoor seating areas, provided the playground, patio, or plaza has a minimum depth and width of ten feet and a minimum total area of 300 square feet.	2 points
Shade provided for the playground, patio, or plaza using Canopies pergolas, shade trees (minimum 6-inch caliper), or other coverings.	2 points
Site Features	
At least one Blank Wall treatment: <ul style="list-style-type: none"> • Install trellises with climbing vines or plant materials along wall; • Provide a planting bed with plant material that screens at least 50 percent of the wall surface; or • Provide artwork on the surface. 	1 point
Creative, ornate or decorative art installations, sculptures, murals, or other intentional artwork	1 point (Maximum 2)
Rain gardens, street-side swales, soil and turf management or other appropriate storm water infiltration system(s) to capture and infiltrate a minimum of 25 percent of site-generated stormwater (subject to Engineering approval)	3 points
Seating every 50 feet adjacent to the building or within the Pedestrian Enhancement Zone, provided such seating includes a variety of seating types and figurations, accommodates solitary and social activities, and provides a safe, comfortable seating surface with smooth, even surfaces and curved edges. The following kinds of seating may be used to meet the requirement: moveable seating, fixed individual seating, fixed benches with and without backs, and seating designed into architectural features (e.g., walls, planter ledges, and seating steps).	1 point
Shade provided for seating areas using Canopies, pergolas, shade trees (minimum 6-inch caliper), or other coverings.	1 point
Trash and recycling receptacles installed every 250 feet along the building frontage and at each building entrance adjacent to a pedestrian walkway	1 point

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

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



Figure 2-121.A: Building Arrangement

B. *Civic Space.*

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

C. *Building Orientation and Siting.*

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

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

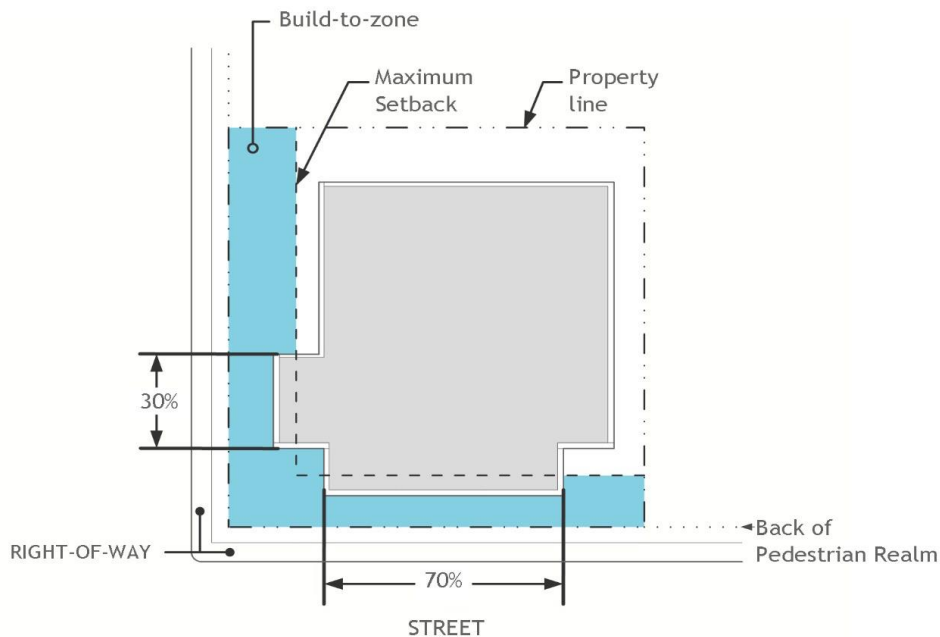


Figure 2-121.B: Building Siting

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

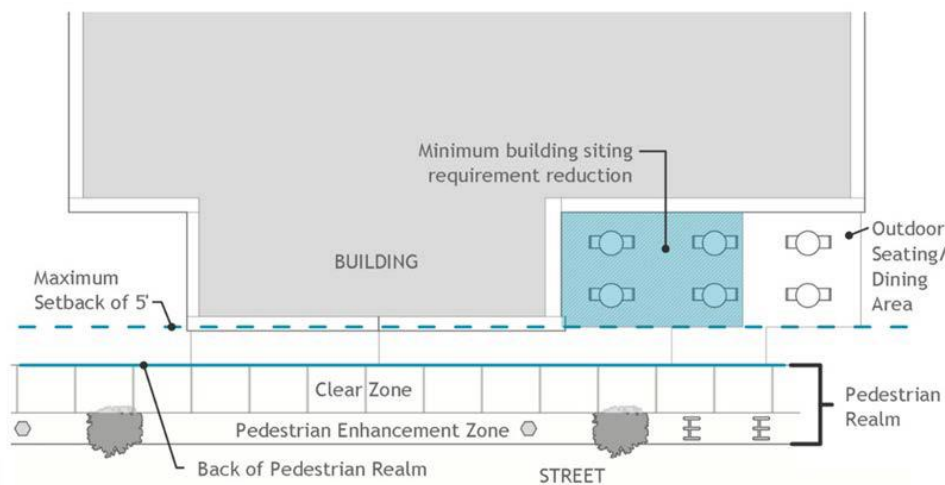


Figure 2-121.C: Minimum Frontage Requirements- Outdoor Seating and Dining

D. Building Entrances.

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

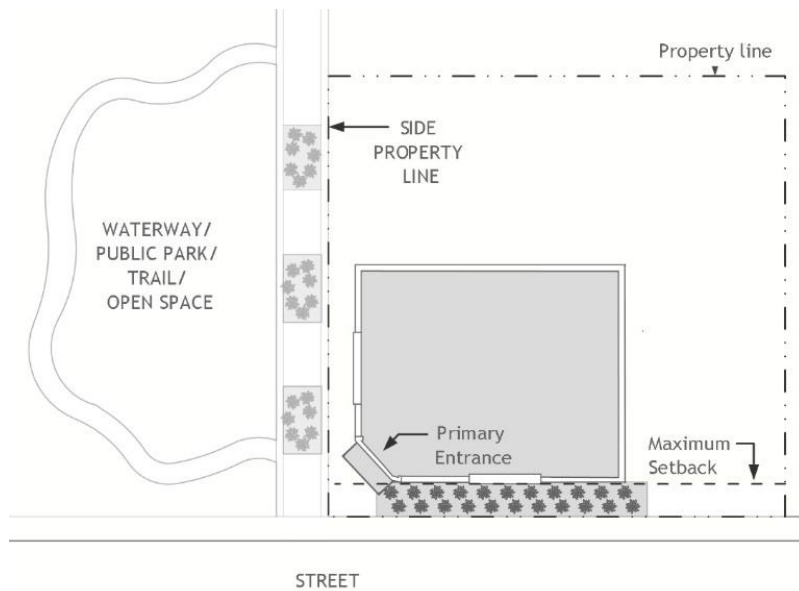


Figure 2-121.D: Orientation Toward Primary Street Frontage

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

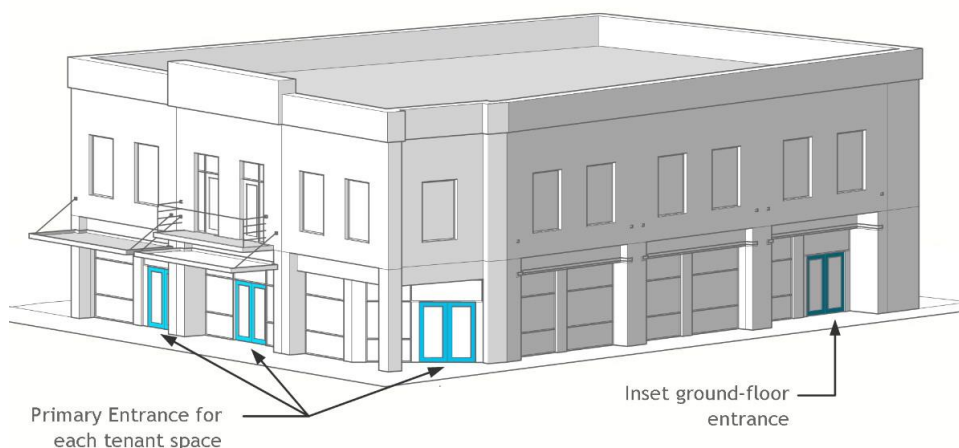


Figure 2-121.E: Building Entrances

E. *Ground Level Design.*

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

F. *Building Form.*

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

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

1. *Ground-Floor Transparency.*

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

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



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

3. *Transparency Standards.*

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

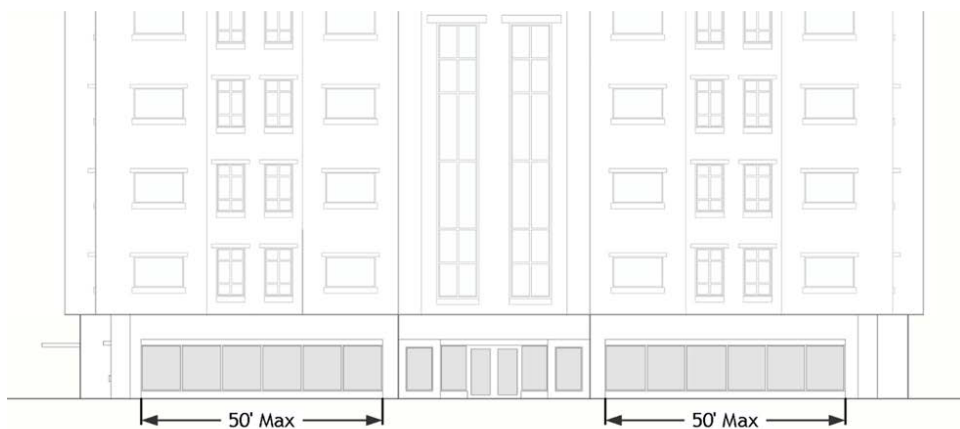


Figure 2-121.G: Building Transparency - Storefront

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

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

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

Sec 2-122. Building Design – Middle Housing Development

A. Building Orientation and Entrances

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

B. Building Form

1. Building Mass

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

2. 360-Degree Architecture

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

C. Building Transparency

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

Chapter 2 – Zoning Regulations

Redline Draft

Sec. 2-6. - Site Plan Packages.

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

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

A. Street Layout

~~1. Block Length~~

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

2.1. Pedestrian Realm

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

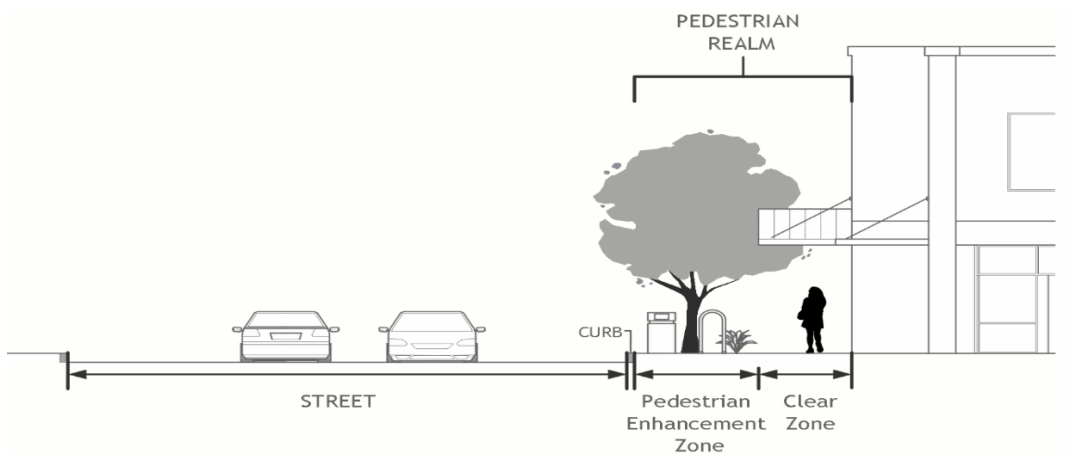


Figure 2- 119.A: Pedestrian Realm

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

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

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

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

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

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

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

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

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

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

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

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

B. Connectivity

1. General

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

2. ~~Cross Access~~Driveways

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

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

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

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

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

C. Parking Location, Size, and Pedestrian Connectivity.

1. On-Street Parking Location.

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

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

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

2. Parking Lot Location

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

3. Parking Lot Size

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

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

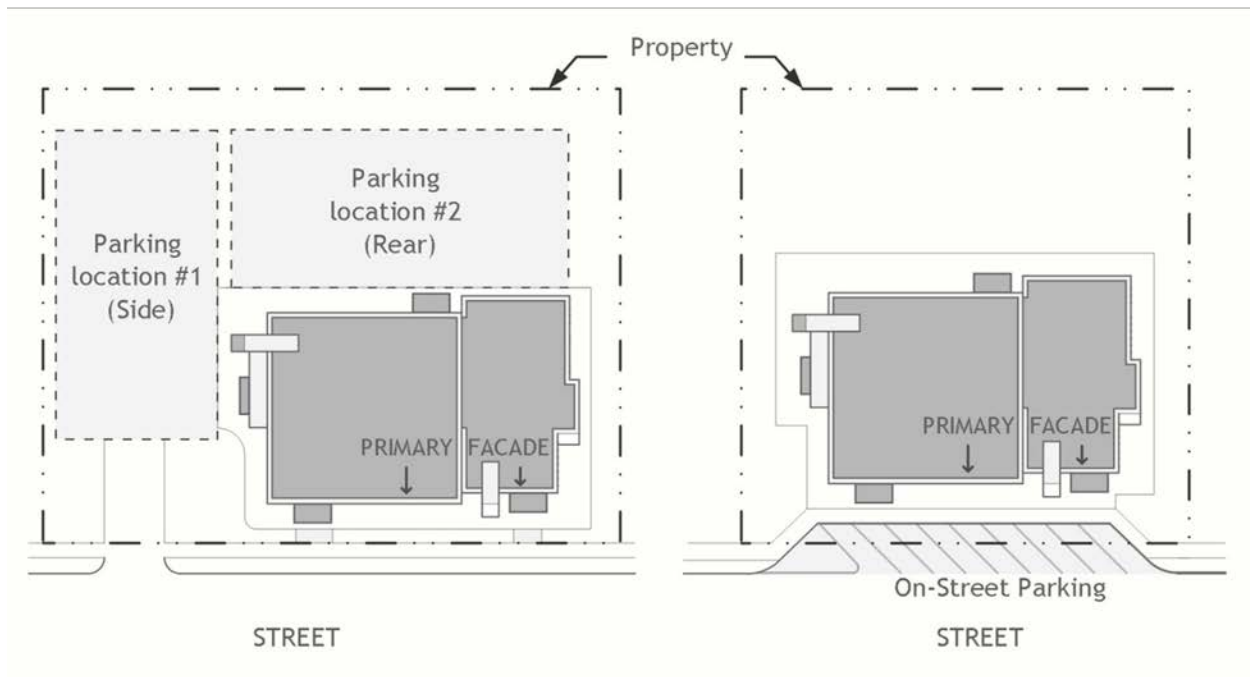


Figure 2-119.B: Parking Lot Location

4. Pedestrian Walkways in Parking Lots

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

b. As shown in **Figure 2-119.C: Pedestrian Walkways in Parking Lots**, Pedestrian walkways required above shall:

- (1) Be a minimum of 5 feet wide;
- (2) Be distinguishable from areas used by vehicles in one or more of the following ways:
 - (i) Varying surfacing material, patterns, and/or paving color, but not including the painting of the paving material;
 - (ii) Varying paving height;
 - (iii) Decorative bollards; or
 - (iv) Raised median walkways with landscaped buffers;

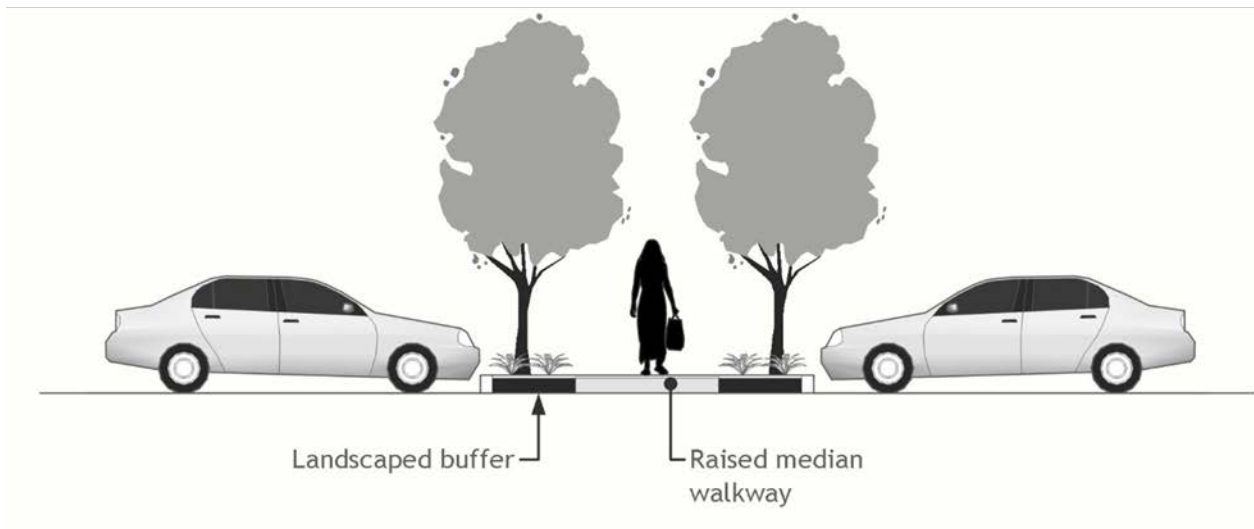


Figure 2-119.C: Pedestrian Walkways in Parking Lots

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

D. Pedestrian Connectivity

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

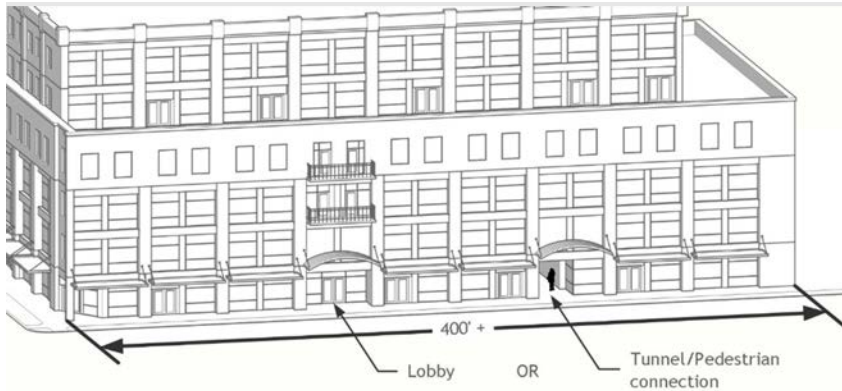


Figure 2-119.D: Midblock Pedestrian Connection

E. Private Garages and Surface Parking for Middle Housing.

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

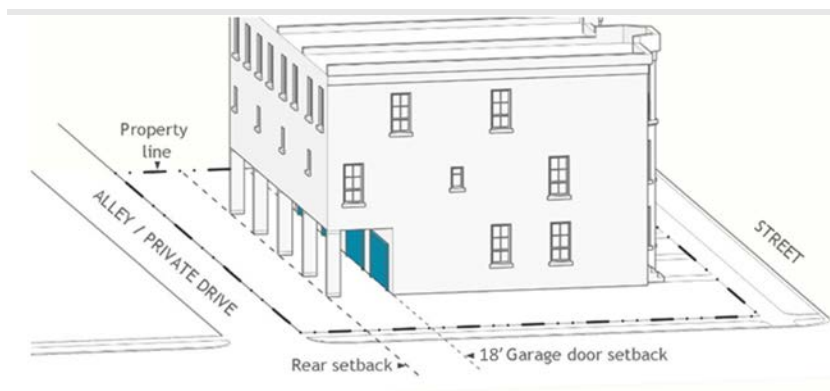


Figure 2-119.E: Rear Loading Garage Setback

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

Sec 2-120. Pedestrian Realm Enhancements.

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

A. Pedestrian Amenities Required for All Development.

The Pedestrian Enhancement Zone must include the following amenities:

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

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

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

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

~~2.~~

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

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

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

1. Applicability.

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

a. Middle Housing Exempt.

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

b. Pedestrian Enhancement Options

Table 2-120.1: Pedestrian Enhancement Options	
Description	Points
Spaces and Areas	
An enhanced landscaped area provided such landscaped area has a minimum depth and width of 10 feet and a minimum total area of the lesser of 650 square feet or two percent of the net site area. Enhanced landscaping includes additional plant quantity and varieties, pedestrian accommodations, raised beds, and landscape walls or similar hardscape elements.	1 point (Maximum 3)
A playground, patio, or plaza with outdoor seating areas, provided the playground, patio, or plaza has a minimum depth and width of ten feet and a minimum total area of 300 square feet.	2 points
Shade provided for the playground, patio, or plaza using Canopies pergolas, shade trees (minimum 6-inch caliper), or other coverings.	2 points
Site Features	
At least one Blank Wall treatment: <ul style="list-style-type: none"> • Install trellises with climbing vines or plant materials along wall; • Provide a planting bed with plant material that screens at least 50 percent of the wall surface; or • Provide artwork on the surface. 	1 point
Creative, ornate or decorative art installations, sculptures, murals, or other intentional artwork	1 point (Maximum 2)
Rain gardens, street-side swales, soil and turf management or other appropriate storm water infiltration system(s) to capture and infiltrate a minimum of 25 percent of site-generated stormwater (subject to Engineering approval)	3 points
Seating every 50 feet adjacent to the building or within the Pedestrian Enhancement Zone, provided such seating includes a variety of seating types and figurations, accommodates solitary and social activities, and provides a safe, comfortable seating surface with smooth, even surfaces and curved edges. The following kinds of seating may be used to meet the requirement: moveable seating, fixed individual seating, fixed benches with and without backs, and seating designed into architectural features (e.g., walls, planter ledges, and seating steps).	1 point
Shade provided for seating areas using Canopies, pergolas, shade trees (minimum 6-inch caliper), or other coverings.	1 point
Trash and recycling receptacles installed every 250 feet along the building frontage and at each building entrance adjacent to a pedestrian walkway	1 point

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

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



Figure 2-121.A: Building Arrangement

B. *Civic Space.*

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

~~B.~~

C. *Building Orientation and Siting.*

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

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

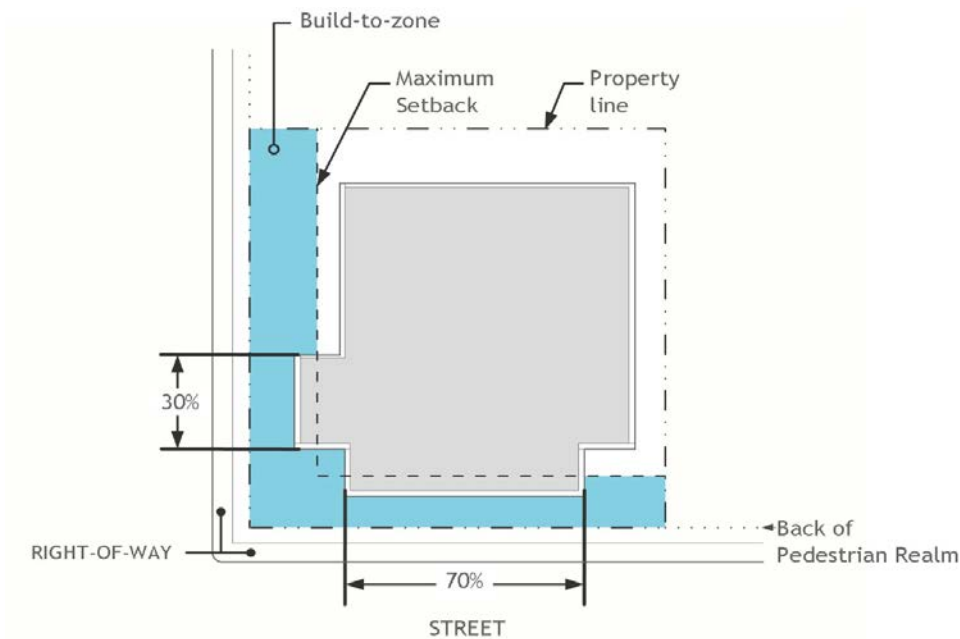


Figure 2-121.B: Building Siting

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

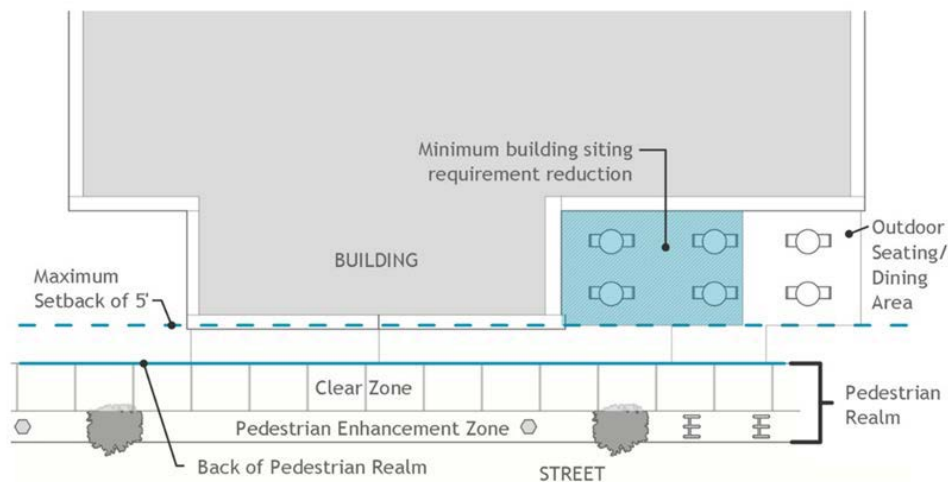


Figure 2-121.C: Minimum Frontage Requirements- Outdoor Seating and Dining

D. Building Entrances.

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

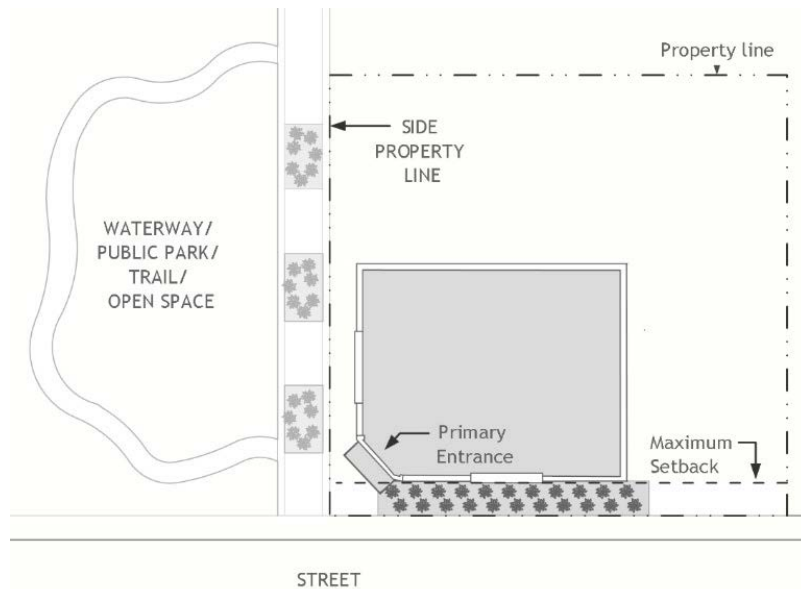


Figure 2-121.D: Orientation Toward Primary Street Frontage

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

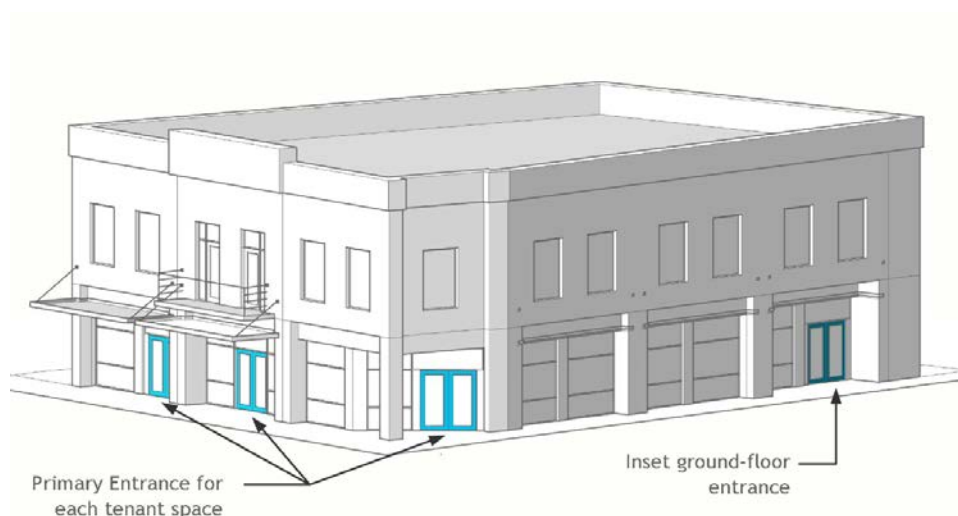


Figure 2-121.E: Building Entrances

E. *Ground Level Design.*

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

F. *Building Form.*

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

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

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



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

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

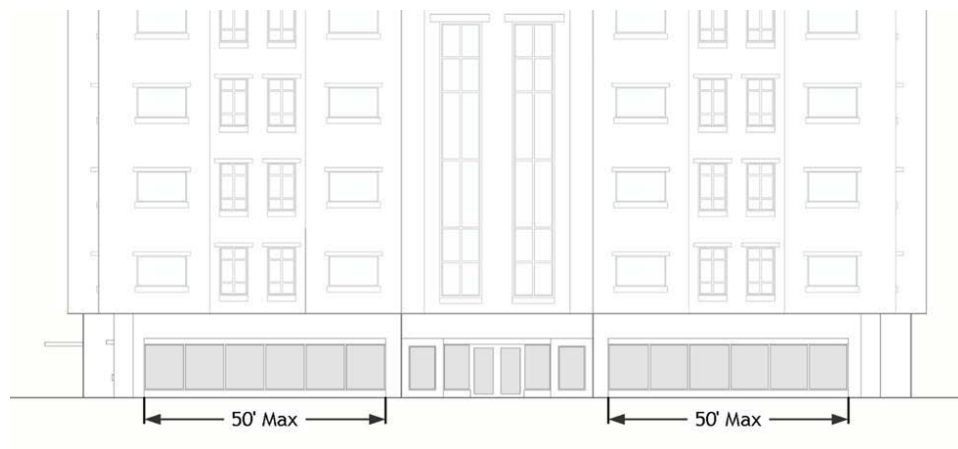


Figure 2-121.G: Building Transparency - Storefront

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

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

Sec 2-122. Building Design – Middle Housing Development

A. Building Orientation and Entrances

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

B. Building Form

1. Building Mass

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

2. 360-Degree Architecture

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

C. Building Transparency

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

Chapter 5 – Subdivision Regulations

Clean Draft

Sec. 5-3. - Definitions.

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

Access Easement: See Chapter 10 for definition.

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

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

Alley: See Chapter 10 for definition.

City: See Chapter 10 for definition.

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

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

Civic Space: See Chapter 10 for definition.

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

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

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

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

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

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

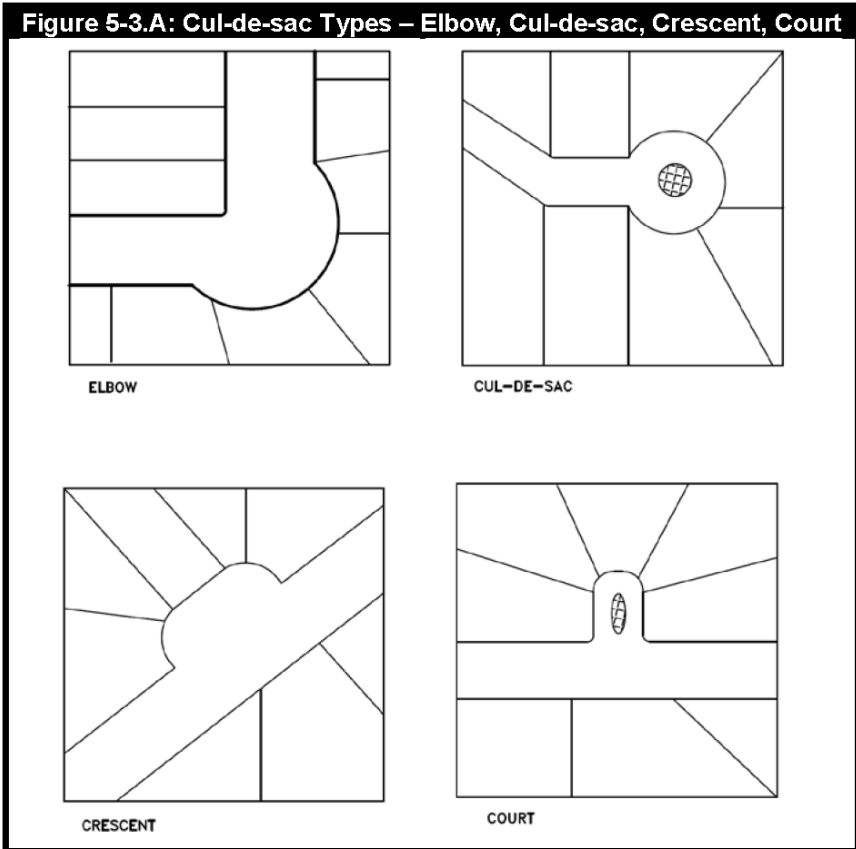


Figure 5-3.A

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

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

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

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

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

Duplex: See Chapter 10 for definition.

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

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

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

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

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

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

Mews: See Chapter 10 for definition.

Middle Housing: See Chapter 10 for definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Street: See Chapter 10 for definition.

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

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

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

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

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

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

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

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

B. General definitions may be found in Chapter 10.

Sec. 5-19. - Streets.

A. *General Provisions.*

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

B. *Residential Private Streets.*

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

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

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

C. *Nonresidential Private Streets.*

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

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

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

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

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

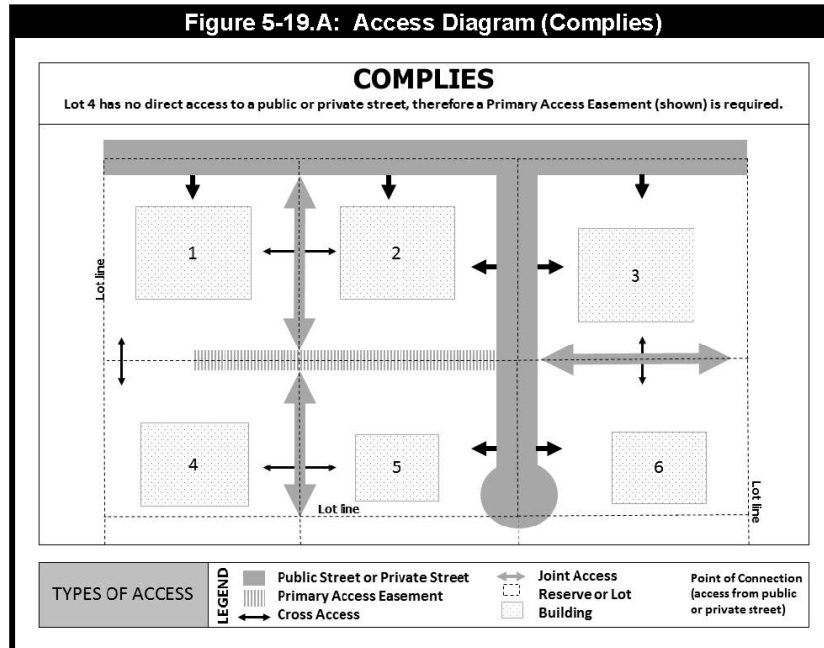


Figure 5-19.A

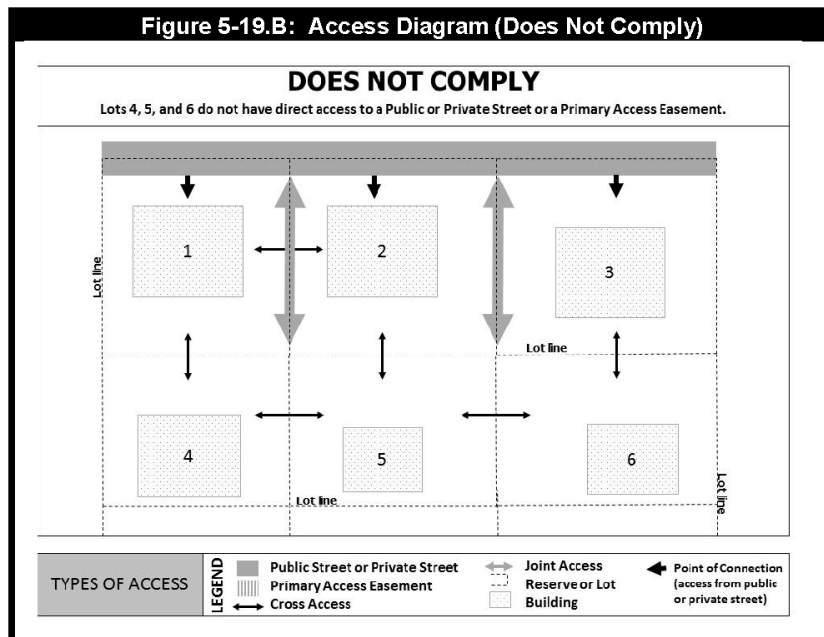


Figure 5-19.B

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

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

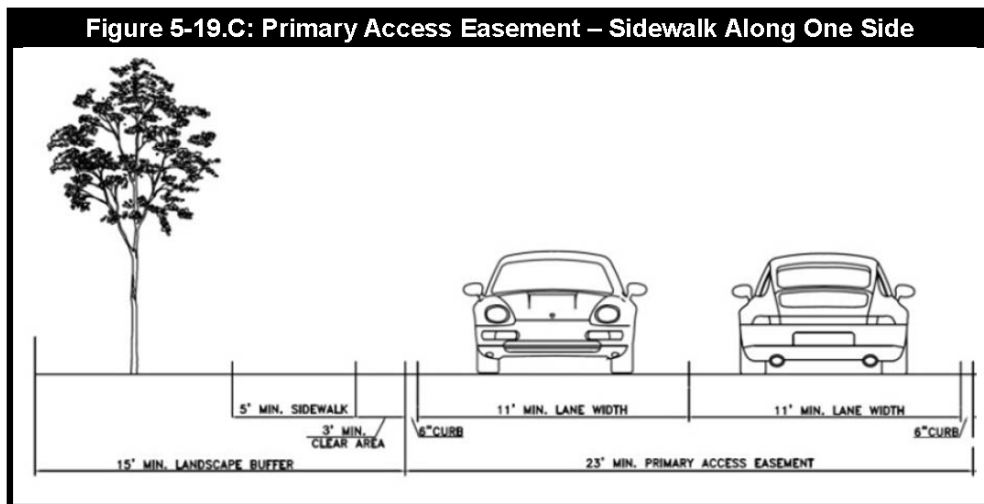


Figure 5-19.C

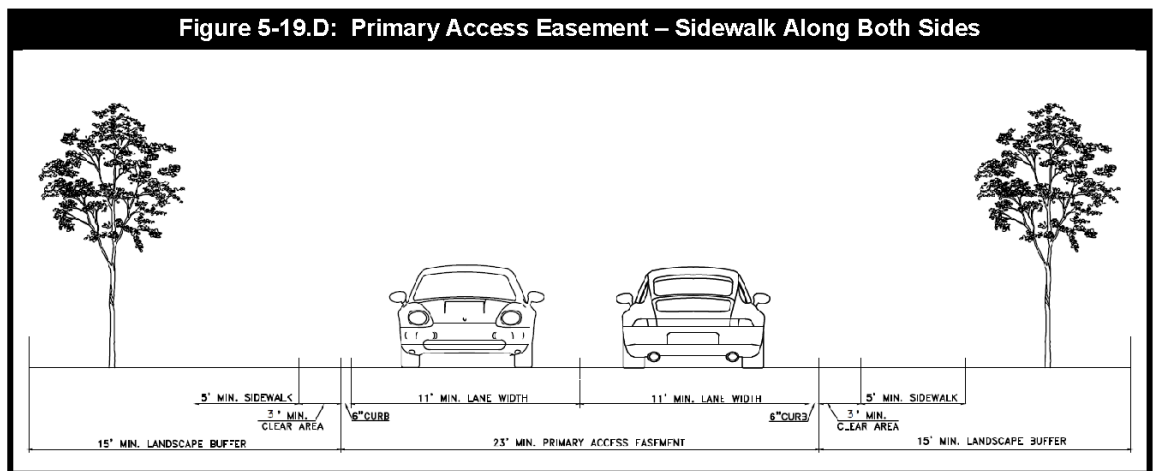


Figure 5-19.D

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

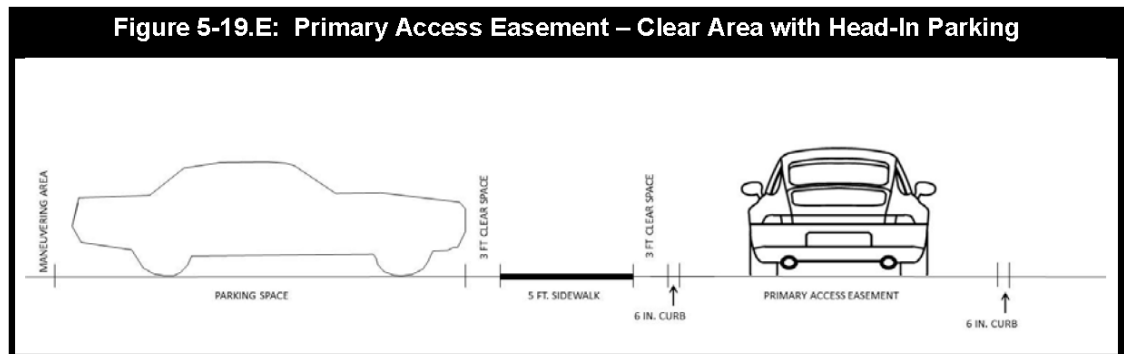


Figure 5-19.E

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

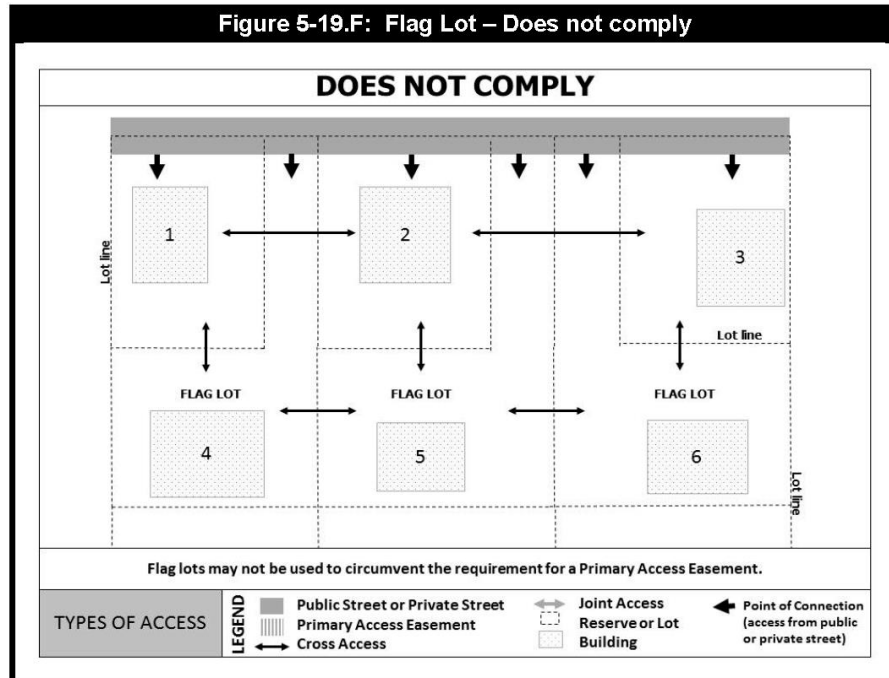


Figure 5-19.F

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

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

F. *Alleys.*

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

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

Sec. 5-20. - Blocks.

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

Sec. 5-30. - Park Land Dedication.

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

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

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

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

Chapter 5 – Subdivision Regulations

Redline Draft

Sec. 5-3. - Definitions.

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

Access Easement: See Chapter 10 for definition.

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

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

Alley: See Chapter 10 for definition.

City: See Chapter 10 for definition.

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

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

Civic Space: See Chapter 10 for definition.

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

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

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

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

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

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

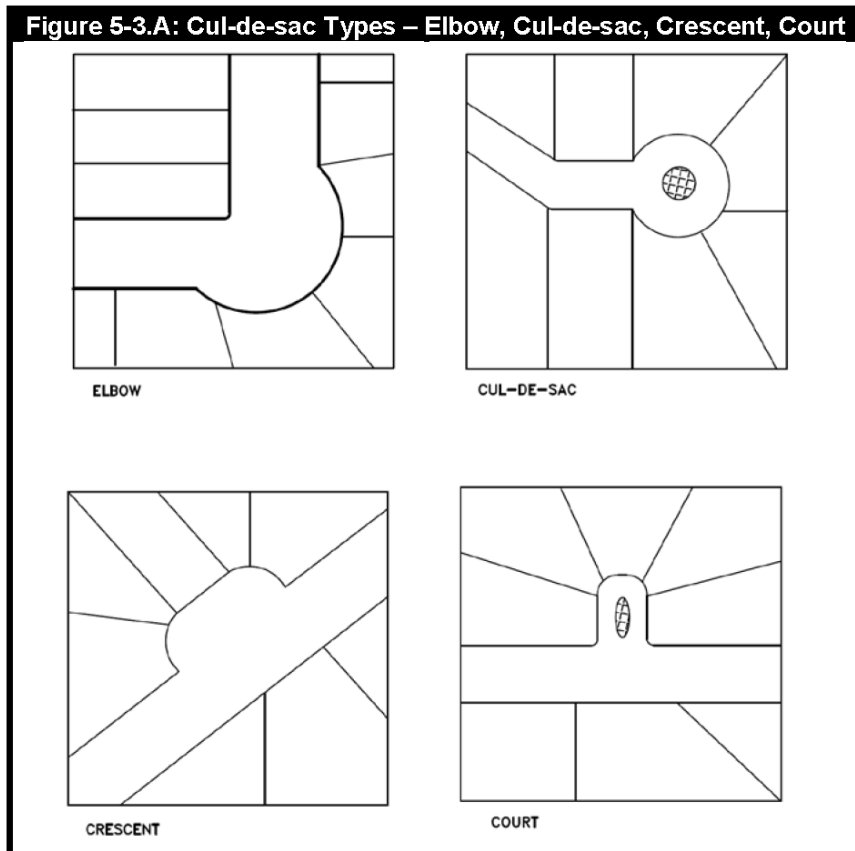


Figure 5-3.A

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

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

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

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

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

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

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

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

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

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

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

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

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

Mews: See Chapter 10 for definition.

Middle Housing: See Chapter 10 for definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Street: See Chapter 10 for definition.

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

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

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

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

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

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

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

B. General definitions may be found in Chapter 10.

Sec. 5-19. - Streets.

A. *General Provisions.*

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

B. *Residential Private Streets.*

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

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

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

C. *Nonresidential Private Streets.*

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

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

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

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

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

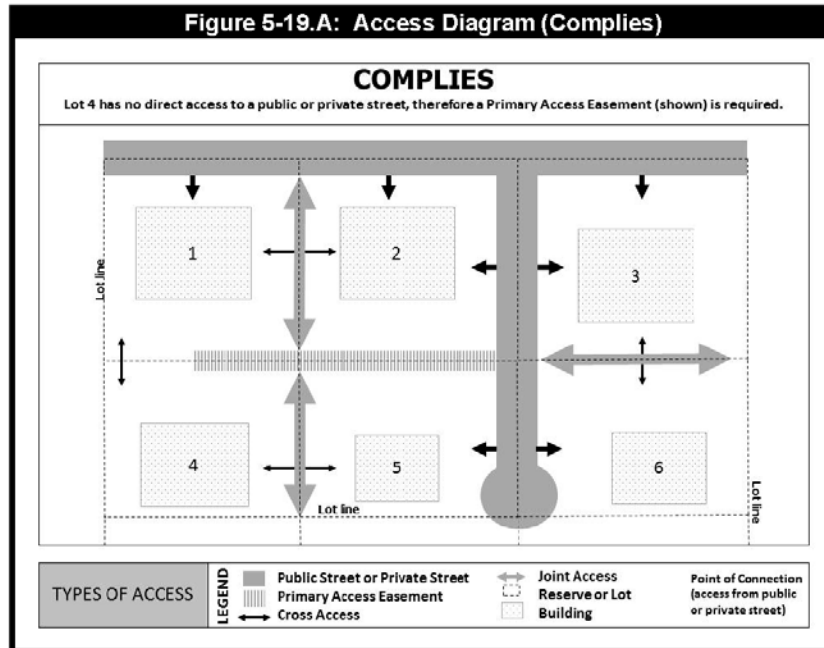


Figure 5-19.A

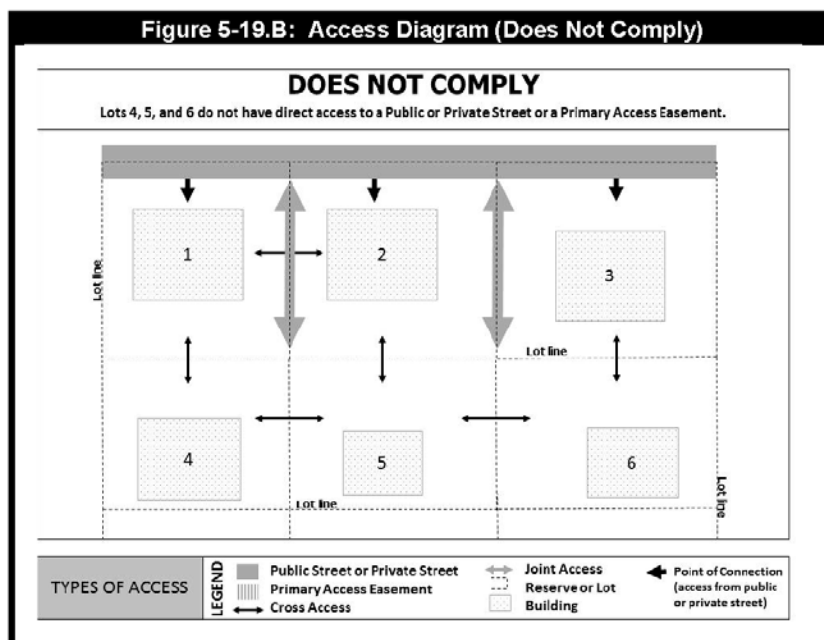


Figure 5-19.B

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

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

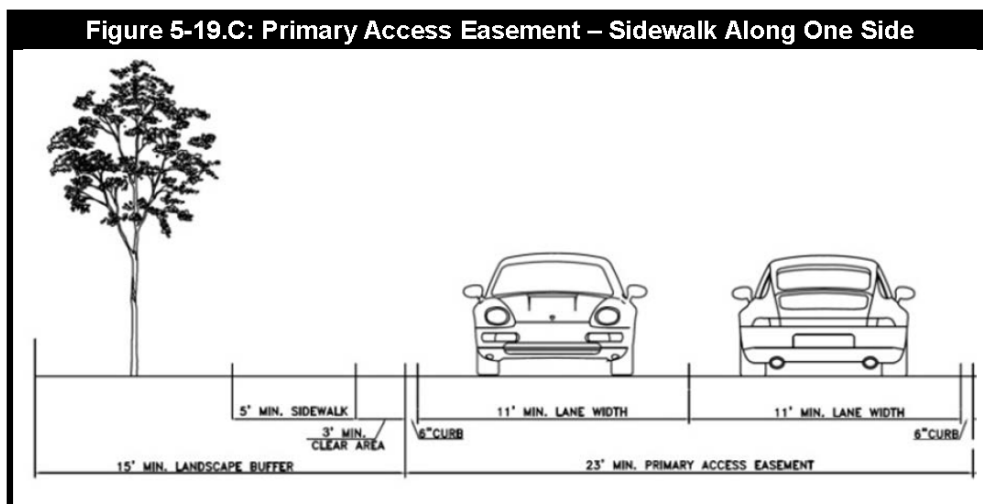


Figure 5-19.C

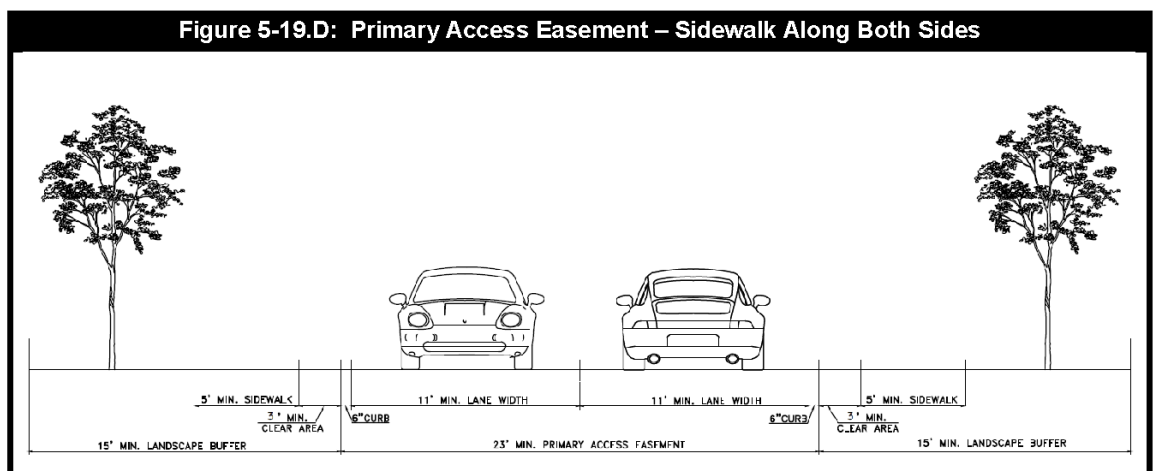


Figure 5-19.D

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

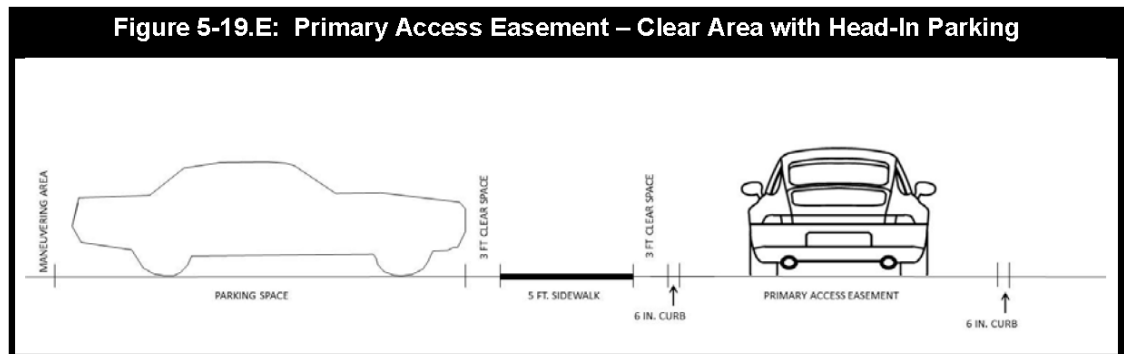


Figure 5-19.E

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

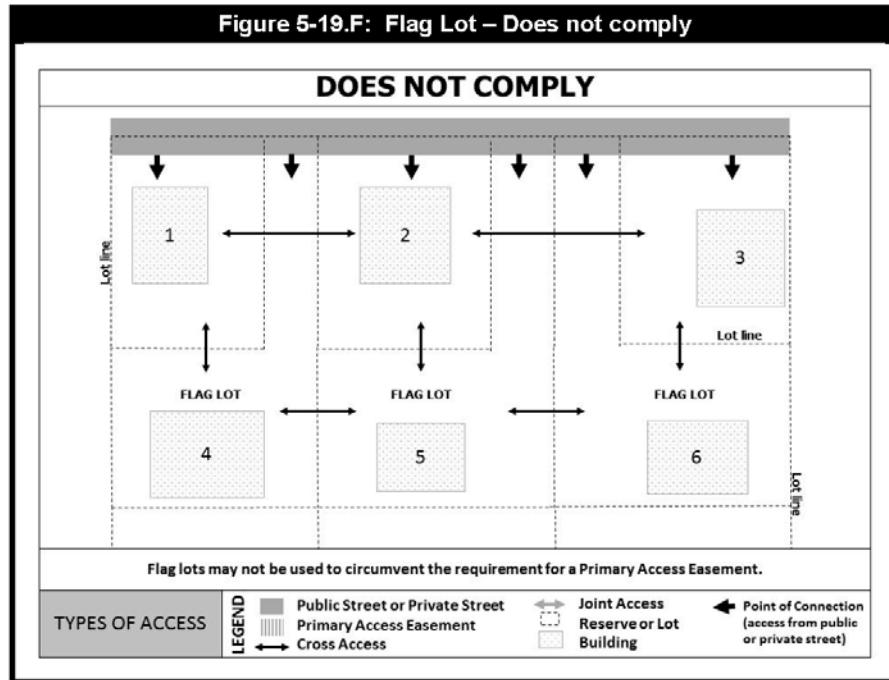


Figure 5-19.F

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

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

F. *Alleys.*

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

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

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

Sec. 5-20. - Blocks.

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

Sec. 5-30. - Park Land Dedication.

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

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

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

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

Chapter 10 – Definitions

Clean Draft

Sec. 10-3. - Definitions.

A

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

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

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

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

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

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

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

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

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

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

Arbor (see Pergola)

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

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

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

B

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

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

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

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

Board means the City's Zoning Board of Adjustment.

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

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

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

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

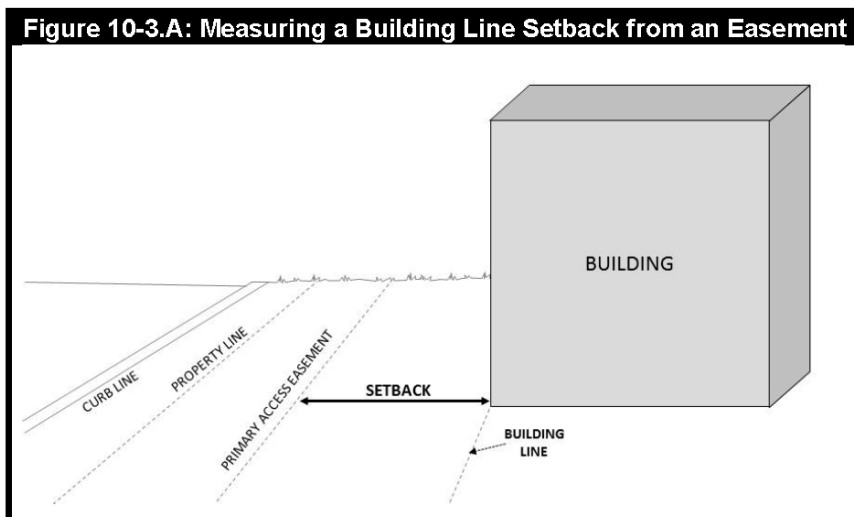


Figure 10-3.A

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

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

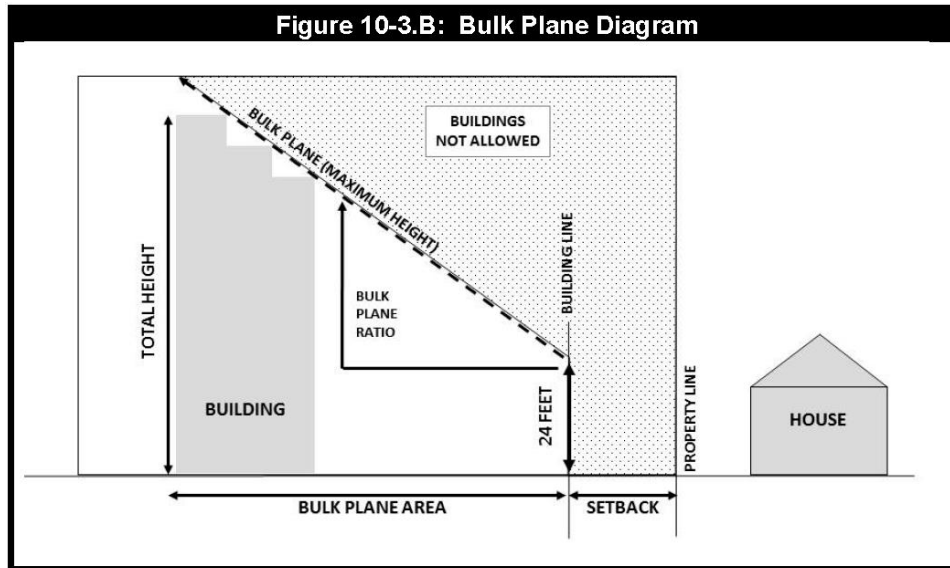


Figure 10-3.B

C

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

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

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

City means the City of Sugar Land, Texas.

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

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

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

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

Commission means the Planning and Zoning Commission of the City.

D

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

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

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

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

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

Dwelling, Live/Work See Live/Work Dwelling

Dwelling, Multi-Family See Multi-Family Dwelling

Dwelling, Multiplex See Multiplex Dwelling

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

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

Dwelling, Sixplex See Sixplex Dwelling

Dwelling, Triplex or Fourplex See Triplex or Fourplex Dwelling

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

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

Dwelling, Urban Home See Urban Home Dwelling

E

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

F

FAA means the Federal Aviation Administration.

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

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

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

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

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

FCC means the Federal Communications Commission.

Family means:

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

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

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

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

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

G

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

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

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

H

Height means:

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

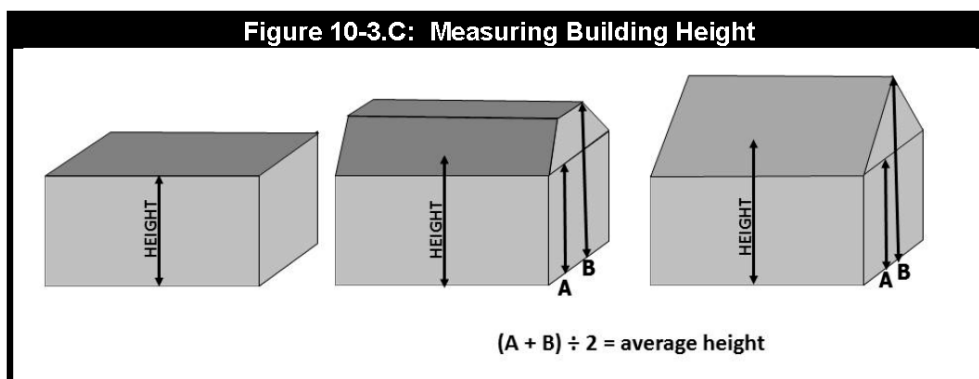


Figure 10-3.C

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

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

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

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

I

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

K

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

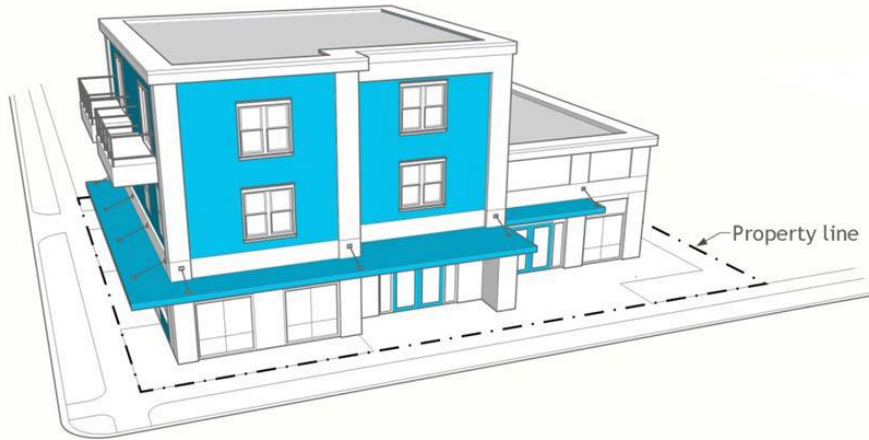
1. A microwave oven.
2. An electrical supply of more than 110 volts.
3. A sink with a drain 1 in diameter or larger.
4. A garbage disposal.
5. A dishwasher.
6. A refrigerator or freezer.

L

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

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

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



Live/Work Dwelling

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

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

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

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

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

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

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

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

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

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

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

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

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

M

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

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

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

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

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

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

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

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

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

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

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

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

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

N

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

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

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

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

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

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

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

O

Open Space means an area without buildings.

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

P

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R

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

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

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

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

S

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

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

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

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

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

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



Single-Family Attached Dwelling

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

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



Sixplex Dwelling

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

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

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

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

T

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

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

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

Tree, Protected. See Protected Tree.

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

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



Triplex or Fourplex Dwelling

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



Two-Family Dwelling

U

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



Urban Home Dwelling

V

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

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

Y

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

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

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

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

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

Chapter 10 – Definitions

Redline Draft

Sec. 10-3. - Definitions.

A

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

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

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

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

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

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

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

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

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

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

Arbor (see Pergola)

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

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

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

B

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

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

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

Block Length means the total length of continuous street or primary access easement uninterrupted by intersecting streets or primary access easements.

Board means the City's Zoning Board of Adjustment.

Breezeway means a porch or roofed passageway open on the sides, for connecting 2 buildings, as a house and a garage.

Build-to Zone means the area between the minimum and maximum setbacks.

Building means any structure built for the support, shelter, and enclosure of persons, animals, chattel, or movable property of any kind.

Building Line means a line parallel or approximately parallel to the front, side, or rear lot line that marks the minimum distance from the front, side, or rear lot line that buildings on the lot must be located, as determined by the required front, rear, and side yards for the lot or as specified on the plat for the lot. On lots or alleys with access from an Access Easement, the building line is measured from the nearest edge of curb rather than from the property line (see Figure 10-3.A).

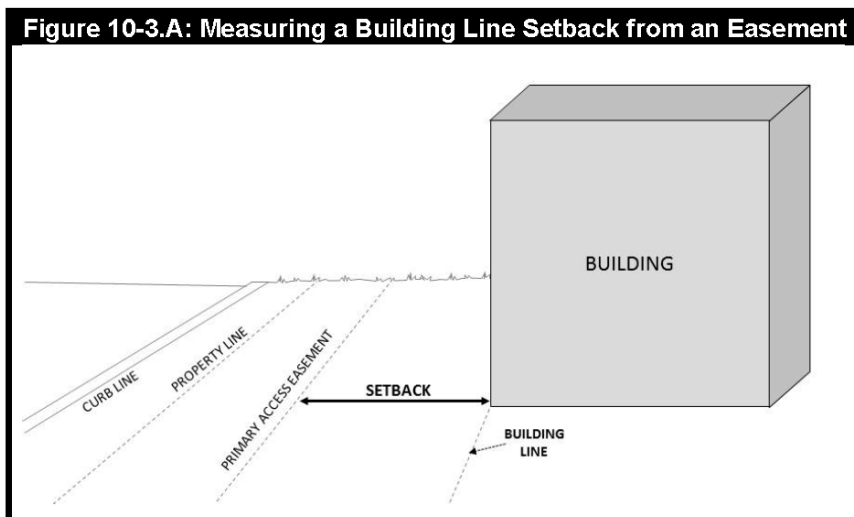


Figure 10-3.A

Bulk Plane means an imaginary inclined plane rising over the developable portion of the lot at a specified ratio for that district beyond which no portion of a building may extend. The method for establishing a Bulk Plane is as follows (see Figure 10-3.B):

1. Start at building line of the property;
2. Locate a point 24 feet above the ground at the building line;
3. From that point, draw a line that rises over the lot at a specified ratio from the building line as specified in the required "Bulk Plane ratio" for that district.
4. The line extending from the vertical line establishes the bulk plane over the lot, as illustrated.

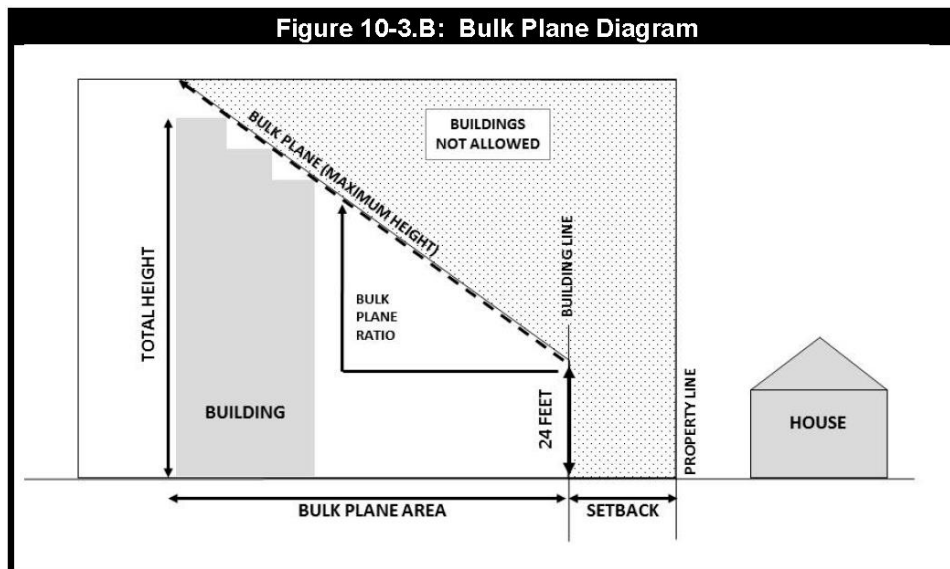


Figure 10-3.B

C

Canopy means a permanent, flat-roof shelter covering a sidewalk, driveway, or other similar area, that may be wholly supported by a building or may be wholly or partially supported by columns, poles, or braces extended from the ground.

Carport means a structure open on a minimum of 3 sides designed or used to shelter vehicles.

Certificate of Occupancy means a document issued by the City allowing for occupancy or use of a building, and certifying that the structure or use has been constructed or will be used in compliance with all applicable ordinances and codes of the City of Sugar Land.

City means the City of Sugar Land, Texas.

City Council or *Council* means the City Council of the City.

Civic Space means an enhanced pedestrian space available to the public. May include parks, squares, plazas, playgrounds, trails adjacent to natural geographic features, boardwalks, or other open spaces for public use which may be privately or publicly owned and operated.

Clear Zone means a component of the Pedestrian Realm intended to provide a clear path of travel for pedestrian movement, also known as a sidewalk.

Collector Street means a collector street as defined by the City's adopted Master Thoroughfare Plan.

Commission means the Planning and Zoning Commission of the City.

D

Design Standards means the currently adopted document which provides the general requirements for the design of public improvements, private improvements that connect to or affect the public infrastructure and the supporting documents for approval in the City and its extraterritorial jurisdiction. Specific design criteria are included in the document. The Design Standards are incorporated into the Development Code as Chapter 6.

Detached means a building that does not have a wall in common or in contact with another building.

Development Review Committee means a committee of City staff members from various departments, such as Planning, Engineering, Building Permits and Inspections, and Public Works, tasked with reviewing and processing development applications.

Director means the person designated or assigned by the City Manager to administer the zoning regulations or any other provisions of this Code. Director includes any person authorized to perform the duties of the Director.

Dwelling means a building designed exclusively for residential use, other than motels or hotels.

Dwelling, Live/Work ~~See Live/Work Dwelling means a building that contains 1 or more Dwelling Units that maintain integrated living and working space in different areas of the unit, either horizontally or vertically stacked.~~



~~Dwelling, Live/Work~~

Dwelling, Multi-Family ~~See Multi-Family Dwelling means 7 or more Dwelling Units within a building on 1-platted lot.~~

Dwelling, Multiplex ~~See Multiplex Dwelling means the following residential use types as defined in the Development Code: Triplex Dwelling, Fourplex Dwelling, or Sixplex Dwelling.~~

Dwelling, Single-Family Attached (Townhome) ~~See Single-Family Attached Dwelling (Townhome) means a building that contains Dwelling Units located on separately platted lots that are joined to other Dwelling Units on 1 or both sides by a common wall that is located along the side lot line and separates the individual Dwelling Units, commonly referred to as a townhouse.~~



Dwelling, Single-Family Attached

Dwelling, Single-Family Detached ~~See Single-Family Detached Dwelling means a building that contains only 1 Dwelling Unit and has open space on all sides of the building.~~

Dwelling, Sixplex ~~See Sixplex Dwelling means a building on 1 platted lot that contains 5 or 6 Dwelling Units either horizontally or vertically stacked.~~



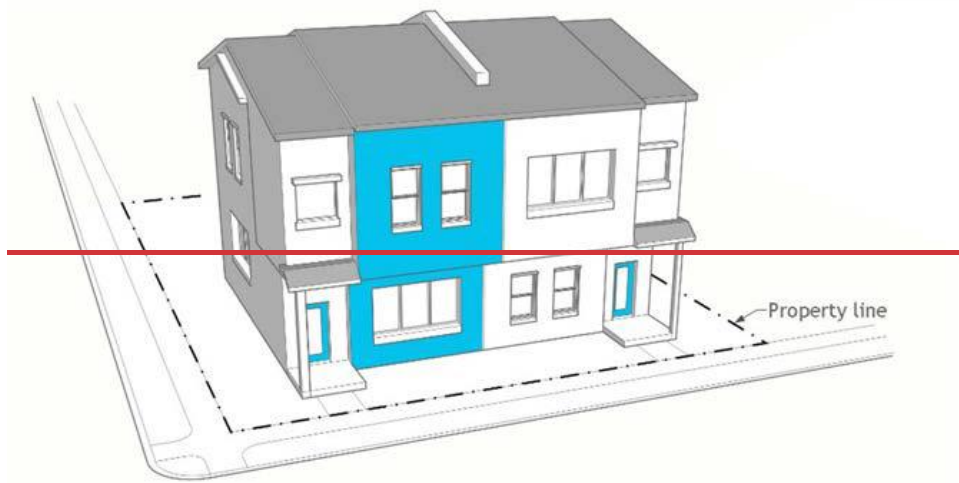
Dwelling, Sixplex

Dwelling, Triplex or Fourplex ~~See Triplex or Fourplex Dwelling means a building on 1 platted lot that contains 3 or 4 Dwelling Units either horizontally or vertically stacked.~~



Dwelling, Triplex or Fourplex

Dwelling, Two-Family (Duplex) ~~See Two-Family Dwelling (Duplex) means a building on 1 platted lot that contains only 2 Dwelling Units, either horizontally or vertically stacked, and has open space on all sides of the building, commonly referred to as a duplex.~~



Dwelling, Two-Family

Dwelling Unit means a building or portion of a building designed to provide independent living facilities for not more than 1 family and that contains bathroom facilities and not more than 1 kitchen.

Dwelling, Urban Home ~~See Urban Home Dwelling means a building that contains only 1 Dwelling Unit and is larger in height than in width and located on a lot no wider than 40 feet, commonly referred to as a detached townhome.~~



Dwelling, Urban Home

E

Effective Area means the largest imaginary rectangle that encloses all extremities of a sign, calculated from an orthographic projection of the sign viewed horizontally as the viewpoint is rotated horizontally around the sign. Measuring the Effective Areas of signs is described in Chapter 4: Sign Regulations.

F

FAA means the Federal Aviation Administration.

FAA Form 7460 means a form provided by the Federal Aviation Administration as a requirement for applicants proposing construction or alteration to buildings near aviation facilities.

F.A.R. means the floor to area ratio of a Premises zoned R-1E, R-1R, R-1, HR-1, or R-1Z, and is calculated by dividing the sum of the total square feet of the climate controlled areas of a Dwelling plus the total square feet of all Accessory Buildings located on the same lot as the Dwelling by the lot's total square feet. This definition does not apply to any Premises:

1. Platted as PUD prior to the date the lot was annexed into the City; or
2. Zoned as Planned Development District (PD).

FAR Part 77 means a section of the Federal Regulations that establishes:

1. Requirements to provide notice to the FAA of certain proposed construction or alteration of existing structures,
2. Standards used to determine obstructions to air navigation and communication facilities,
3. The process for aeronautical studies of obstructions to air navigation to determine the effect on the safe and efficient use of navigable airspace, and
4. The process to petition the FAA for discretionary review of determinations.

FCC means the Federal Communications Commission.

Family means:

1. One or more persons who are related by blood, marriage, adoption or guardianship, including foster children, exchange students, and servants, together with not more than 2 additional

persons not related by blood, marriage, or adoption to the previously identified individuals or group, living together as a single housekeeping unit; or

2. The persons living together in a Dwelling Unit that meet the definition, qualifications, and restrictions of a "community home", as set forth in chapter 123 of the Texas Human Resources Code, as amended.

Fence means a freestanding structure typically constructed of wood, brick, stone, concrete or other similar building materials and erected to enclose or visually screen a premises.

Filed or Filing Date means the date when an application, along with any required information, plans, documents and fees have been received by and acknowledged in writing by the City as being complete for purposes of processing the application. Filed may also refer to the date on which a document is recorded with the county clerk or received by TCEQ or another government entity.

Floor Area means the total square feet of floor space within the exterior walls of a building, including each floor level, but excluding carports, porches, residential Private Garages, and breezeways.

Freeway means a freeway as defined by the City's adopted Master Thoroughfare Plan.

G

Garage, Parking refers to a building designed and used for the storage of motor vehicles either operated as a business enterprise or in conjunction with a business that may or may not have a service charge or fee being paid to the owner or operator for parking or storage of privately owned vehicles.

Garage, Private refers to a building for private use of the owner or occupant of a principal building (situated on the same lot as the principal building) for the storage of motor vehicles.

Governmental Entity means the United States, the State of Texas, Fort Bend County, the City or an independent school district, or agency thereof.

H

Height means:

1. In measuring the height of a building, the vertical distance from the average ground level abutting a building to the highest point of the coping of a flat roof, the deck line of a mansard roof, or the average height of the highest gable of a pitched or hipped roof. (See Figure 10-3.C)
2. In measuring the height of a structure, other than a building, the vertical distance from the average ground level abutting the structure to the highest point of the structure.

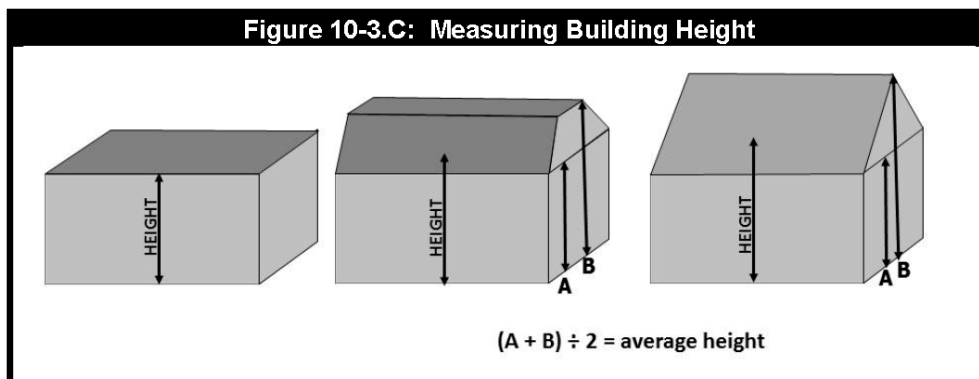


Figure 10-3.C

Highway means a highway as defined by the City's adopted Master Thoroughfare Plan.

Home Occupation means a business activity carried on in a dwelling in compliance with the provisions of the zoning regulations.

Housekeeping Unit means persons living together in 1 Dwelling Unit as a single entity, sharing and having access to the kitchen and all common living facilities in the Dwelling Unit.

HUD-Code Manufactured Home means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in 1 or more sections; in the traveling mode, at least 8 body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; includes the plumbing, heating, air conditioning, and electrical systems of the home; and is not a recreational vehicle as defined by 24 C.F.R. Section 3282.8(g).

I

Indigenous Plants are native to the locale or grow naturally, may have existed in the area for many years, and require minimal effort to grow and maintain. Indigenous plants are often drought-resistant or tolerant of low-water conditions.

K

Kitchen means any single room that contains a cooking oven (other than a microwave oven) or gas or electric burners for cooking food, and 2 or more of the following items:

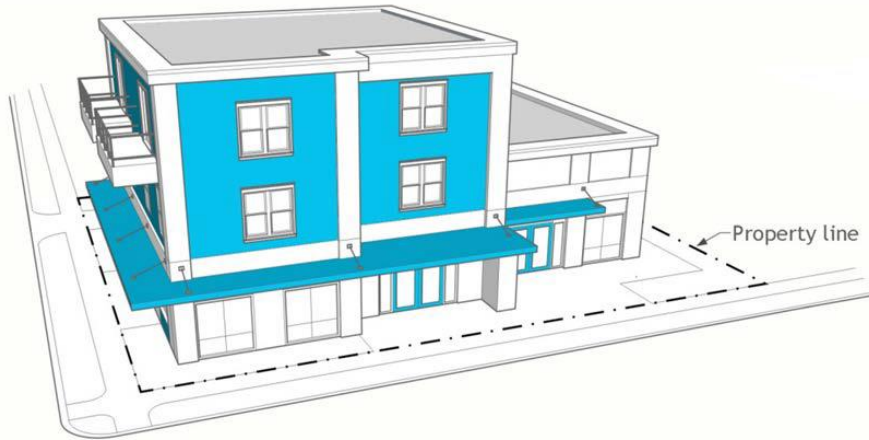
1. A microwave oven.
2. An electrical supply of more than 110 volts.
3. A sink with a drain 1 in diameter or larger.
4. A garbage disposal.
5. A dishwasher.
6. A refrigerator or freezer.

L

Lake Pointe Regional Activity Center means the area delineated and defined by the Comprehensive Plan.

Landscaped, Landscaped Area, means that portion of a lot covered by grass, groundcover, shrubs, trees, and other vegetation which is installed and maintained as part of the design and use of the premises. The Landscape Area may serve as a buffer and include driveways, sidewalks or similar improvements required for access to the property.

Live/Work Dwelling means a building that contains 1 or more Dwelling Units that maintain integrated living and working space in different areas of the unit, either horizontally or vertically stacked.



Live/Work Dwelling

Living Space means the interior space within a building designed for occupancy by 1 or more persons for living and/or sleeping.

Loading Space means an off-street space or berth used for the loading or unloading of vehicles.

Lot means a platted parcel of land having frontage upon a public street or dedicated access to a public street, the plat of which lot is recorded in the appropriate property records of Fort Bend County.

Lot Area means the total area of the lot contained within the lot lines.

Lot, Corner means a lot abutting upon 2 or more streets at their intersection.

Lot Coverage means the percentage of the lot area occupied by all enclosed areas of buildings on that lot, including primary and accessory structures, as determined at ground level.

Lot Depth means the average horizontal distance between the front and rear lot lines.

Lot Width means the horizontal distance between the side lot lines of a lot measured at the front building line.

Lot Line means the boundary dividing 1 lot from another lot or a lot from a street or place.

Lot Line, Front means the lot line that separates the front yard of the lot from the street.

Lot Line, Rear means the platted lot line farthest from and most parallel to the front lot line.

Lot Line, Side means any lot line which is not the front, rear, or street side lot line.

Lot Line, Street Side means the lot line separating the street side yard from the abutting street.

M

Maintenance Easement means an area of a parcel of land free of structures reserved to allow access for repair and maintenance of infrastructure or an adjacent structure.

Manufactured Home or "manufactured housing" means a HUD-code manufactured home or a mobile home.

Manufactured Home Park means an area approved for occupancy of Manufactured homes and accessory structures related thereto.

Master Thoroughfare Plan means a plan adopted by the City Council which identifies the general routing and classification of proposed streets and thoroughfares. The plan may also establish the function and capacity of the various thoroughfares as they relate to the land uses they are proposed to serve.

Maneuvering Area means the area within a parking lot, other than the area included in the parking spaces, used for maneuvering cars in and out of parking spaces.

Merchandise means the commodities or goods that are bought and sold in business.

Mezzanine means the intermediate level or levels between the floor and ceiling of any story.

Mews means a designated public green space with frontage on a public street that Dwelling Units front on that that provides paved pedestrian ~~connectivity access from adjoining lots to the street~~ to Streets or Civic Spaces. Mews shall be owned and maintained by a homeowner's association or other perpetual entity and may include utilities.

Middle Housing refers to the following residential use types as defined in the Development Code: Urban Home Dwelling, Single-Family Attached Dwelling (Townhome), Two-Family Dwelling, Triplex or Fourplex Dwelling, Sixplex Dwelling, and Live/Work Dwelling.

Mixed-Use means a combination of both residential and nonresidential uses in close proximity or in the same development area. Occurs in the context of a walkable, pedestrian-friendly environment.

Mobile Home means a structure constructed before June 15, 1976; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in 1 or more sections; in the traveling mode, at least 8 body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and includes the plumbing, heating, air conditioning, and electrical systems of the home.

Multi-Family Dwelling means 7 or more Dwelling Units within a building on 1 platted lot.

Multiplex Dwelling means any of the following residential use types as defined in the Development Code: Triplex Dwelling, Fourplex Dwelling, or Sixplex Dwelling.

N

Natural Ground means the proposed grade of the site in accordance with an approved site plan or the existing grade of the land adjacent to the Right-of-Way.

Non-accessory Building or Structure means a building or structure in the Mixed Use Conservation (MUC) District that is:

1. Located at the rear of the lot; and
2. Occupied by the operator of the commercial business located in the Principal Building.

Nonconformity, Legal or Legal Nonconforming Use or Legal Nonconforming Building means a building, structure, condition, or use of land that does not comply with these zoning regulations but:

1. Did comply with regulations at the time the building or structure was constructed or when the condition or use was established and has since been in regular and continued existence or use; or
2. Lawfully existed immediately before it was annexed into the City and has since been in regular and continued existence or use.

Nonresidential District means a B-O, B-1, B-2, M-1, M-2, or BR district.

Nonresidential Use means a use of a premises for other than for single, two-family, or multi-family dwellings.

O

Open Space means an area without buildings.

Outdoor Kitchen means a secondary cooking area located outside a home that is typically equipped with a counter, grill, refrigerator, and/or sink.

P

Park means an area developed for active play and recreation that may include, but is not limited to, open space, sports courts, play equipment, trails, restrooms, and maintenance structures. The area may be owned by a public entity and used to provide recreational activities to the general public; or the area may be owned by a private, nonprofit, or homeowner's association and used to provide recreational activities to the members of the association.

Parking Lot means an off-street portion of a lot designed and used for the temporary parking or storage of motor vehicles, but not including the driveways and Private Garages serving single-family or two-family dwellings.

Parking Space means an area on a lot or site or within a building, other than on a public street or alley, used or intended for use for parking a motor vehicle.

Parking, Structured means a structure designed to accommodate vehicular parking spaces that are fully or partially enclosed or located on the deck surface of a building. This definition includes Parking Garages, deck parking, and underground or under-building Parking Lots.

Patio Cover means a structure with a solid roof that is unenclosed and not climate controlled.

Pedestrian Enhancement Zone means a component of the Pedestrian Realm intended for the placement of street trees, street furniture, and other fixtures in a manner that does not obstruct pedestrian access or motorist visibility. This includes, but is not limited to seating, streetlights, waste receptacles, fire hydrants, traffic signs, bus shelters, transit stops, bicycle racks, public utility equipment such as electrical transformers and water meters, and similar elements.

Pedestrian Realm means the space behind the curb of the street that provides physical space for pedestrian activity, buffering from the vehicular and bicycle traffic along the street, and space for shade and other elements that affect pedestrian comfort.

Pergola or Arbor means a permanent structure consisting of vertical posts with connected crossbeams at the top providing an open framework. Pergolas may extend from a building or be freestanding, and are typically constructed of wood, metal or similar material and are typically covered with trained climbing plants to provide shade.

Planned Development (PD) District means a customized zoning district that allows a specific set of uses, bulk regulations, and alternative standards that would not otherwise comply with the regulations of the primary zoning districts, but offer special benefits to the community.

Plat means a plan creating 1 or more lots that has been approved by the City as required by law and filed in the plat records of Fort Bend County.

Porch means a covered platform extending from a building, typically at an entrance with a separate roof. Porches may be an open or enclosed room attached to the outside of a building. A covered walkway or breezeway is not a porch.

Premises means a tract of land, including any building or structure on that tract.

Primary Entrance means the main point of access for pedestrians from the Pedestrian Realm into a building or tenant space.

Primary Façade means the front or principal face of a building which generally contains the Primary Entrance and can be distinguished from the other faces by its architectural details and orientation toward Streets and Civic Spaces.

Principal Building or Use means the primary use and chief purpose of a premises or building.

Protected Tree means a hardwood tree having a minimum caliper size of 8 inches or greater, as measured 4½ feet above ground level.

Public Utility means an entity engaged in the business of providing water, sewer, telephone, communication, cable television, natural gas, or electric services to the general public.

R

Recreational Vehicle (RV) means a portable vehicle designed primarily for temporary occupancy or use for travel, recreation, and vacation use, and includes boats, travel and tent trailers, pickup campers and shells, motorized travel homes and similar vehicles.

Reference Standard Zoning District means in a PD district the comparable zoning district that provides regulations not specified in the PD ordinance. All PDs identify a reference standard zoning district.

Residential District means a R-1E, R-1, HR-1, R-1R, R-1Z, R-2, R-3, R-4, or MUC zoning district.

Residential Use means a premises used for 1 or more dwellings for ordinary domestic use, and does not include any commercial, industrial, or institutional uses except as specifically permitted under the zoning regulations.

S

Satellite Dish Antenna means a device, usually parabolic in shape, designed and intended to be used for transmitting or receiving television, radio or microwave signals.

Setback refers to the required distance a structure or improvement must be placed from another specified structure, improvement, or location.

Shade Tree means a tree listed on the Approved Landscape Materials list in Chapter 2. Shade trees have mature crown spread that provides a canopy of shade for human comfort.

Shared Parking means parking spaces used by 2 or more uses on the same site or on separate sites with parking demands occurring at different times.

Shrub means a self-supporting, woody, evergreen species normally grown in the Texas Gulf Coast Region.

Single-Family Attached Dwelling (Townhome) means a building that contains Dwelling Units located on separately platted lots that are joined to other Dwelling Units on 1 or both sides by a common wall that is located along the side lot line and separates the individual Dwelling Units, commonly referred to as a townhouse.



Single-Family Attached Dwelling

Single-Family Detached Dwelling means a building that contains only 1 Dwelling Unit and has open space on all sides of the building.

Sixplex Dwelling means a building on 1 platted lot that contains 5 or 6 Dwelling Units either horizontally or vertically stacked.



Sixplex Dwelling

Story means the height between the successive floors of a building or from the top floor to the roof. For the purpose of computing building height, the average height for a story shall be defined as 12 feet.

Story, Half means a story under a gable, hip or gambrel roof of which the wall plates on at least 2 opposite exterior walls are not more than 2 feet above the floor of such story.

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Structure means anything which is constructed or erected upon, under, or above the ground or water.

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Tower means a structure constructed as a free-standing structure or in association with a Building, other permanent structure or equipment, on which is located 1 or more Antennas intended for transmitting or receiving television, AM/FM radio, digital, microwave, cellular, telephone, or similar forms of electronic communication. The term includes radio and television transmission towers, microwave towers, common carrier towers, and cellular telephone towers.

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Triplex or Fourplex Dwelling

Two-Family Dwelling (Duplex) means a building on 1 platted lot that contains only 2 Dwelling Units, either horizontally or vertically stacked, and has open space on all sides of the building, commonly referred to as a duplex.



Two-Family Dwelling

U

Urban Home Dwelling means a building that contains only 1 Dwelling Unit and is larger in height than in width and located on a lot no wider than 40 feet, commonly referred to as a detached townhome.



Urban Home Dwelling

V

Vehicle Use Area means an outside improved area on a nonresidential premises that is used for the temporary parking of vehicles to provide services to the vehicles or its occupants, including the service areas of gasoline service stations and car washes and the drive-through areas of fast food restaurants and banks and similar uses.

Vines means plants with a flexible stem that climbs, twines, clings to, or creeps along a surface for support.

Y

Yard means the open space of a lot at grade that lies between the lot lines and the required building setback.

Yard, Front means the Yard extending across the front of the lot between the side lot lines.

Yard, Rear means the Yard extending across the rear of the lot between the side lot lines.

Yard, Side means the Yard extending along the side lot line from the Front Yard to the Rear Yard.

Yard, Street Side means a Side Yard that fronts upon a street.



NOTICE OF PUBLIC HEARING

PROPOSED AMENDMENT TO CHAPTERS 2, 5, AND 10 OF THE SUGAR LAND DEVELOPMENT CODE

City Council Public Hearing 5:30 p.m., April 15, 2025, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North, hosted via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live> and Sugar Land Comcast Subscribers can also tune-in on Channel 16, to hear all persons interested in the proposed amendments to Chapters 2, 5, and 10 of the Sugar Land Development Code.

This amendment provides clarification and alignment between the regulations in Chapter 2, *Zoning Regulations*, and Chapter 5, *Subdivision Regulations*, of the Sugar Land Development Code. Additionally, this amendment includes minor updates to definitions in Chapter 10, *Definitions*, to enhance clarity and consistency.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under “Meeting Agendas” City Council no later than Friday, April 11, 2025. Request details or provide feedback on the proposed rezoning online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Planning & Development Services Department at (281) 275-2218.



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: VII.A.

AGENDA OF: City Council Meeting

INITIATED BY: *Lane Wolf, Senior Manager, Vertical Construction*

PRESENTED BY: *Lane Wolf, Senior Manager, Vertical Construction*

RESPONSIBLE DEPARTMENT: Engineering

AGENDA CAPTION:

Consideration of and action on authorization of a Contract with PGAL, Inc., in the amount of \$1,310,000.00, for design services for the Animal Shelter Project, CIP CMU1908.

RECOMMENDED ACTION:

Consideration of and action on authorization of a Professional Architectural Design Services Contract with PGAL, Inc., in the amount of \$1,310,000.00, for the design services of the Animal Shelter project, CIP MU1908.

EXECUTIVE SUMMARY:

The existing Animal Shelter is a 2,746 GSF single story building located on the Public Works campus. The existing building was opened in 2008 and is no longer large enough to manage the expanding animal population that is being handled by the City. In 2016, the City contracted with PGAL Architects and Animal Arts to conduct a study to evaluate the expansion and space requirements. In 2019, PGAL and Animal Services developed a preliminary design for the new proposed Animal Shelter building to be located at the existing City of Sugar Land Public Safety Campus. This report updated the concept floor plan and provided renderings to be used in the 2019 GO Bond. PGAL and Animal Arts have continued to provide project specific information as we moved past COVID, addressed inflation, and reevaluated information and estimates for the 2024 GO Bond.

To identify an optimal site for the development of a new animal shelter, PGAL was engaged in May 2024 to perform an analysis of nine potential locations within the City. The scope of the analysis encompassed five municipally owned sites, namely the PD Campus, Public Works north property, Oyster Creek Park, Eldridge Park, and Imperial Park, as well as four commercially held properties: 24 Hour Fitness, 655 Industrial, 3559 Highway 6, and IPRC. The design team evaluated several aspects of each site to determine which site would be the best location for the new facility. These aspects include: visibility to the public, adjacency to other amenities, recreational infrastructure, existing site utilities, overall access to the site and sound concerns. After evaluating all of the locations, the decision was made to move forward with the Imperial Park location. Imperial Park offers the best options out of the other locations. These benefits include: access to a major roadway, visibility, ability to advertise along the highway, existing parking area, no issues with sound and nearby residences, easy access for park visitors to visit the facility, trails/bike paths/creek provide a complimentary setting - good for walking the pets and adoption events.

The Needs Assessment updated in 2024 prepared a program and concept design for the new facility. The Needs Assessment projected a capacity to handle 83 dogs and 104 cats. The Needs Assessment defined a building size of approximately 23,000 square feet to meet these requirements.

The Engineering Department has followed the City's Policy Number PU-109 concerning the selection of professional services and for continuity will maintain the services PGAL and Animal Arts for the project design, bid process, construction administration and close-out. PGAL Architects is working with Animal Arts, a recognized leader nationally in the design of animal shelters, assisted dog care and training campuses, veterinary teaching hospitals, boarding/daycare, veterinary clinics and equine and large animal hospitals. Together, PGAL and Animal Arts have been working with the City since 2016. PGAL's proposal is developed through a level of effort approach with a fee not to exceed the amount of \$1,310,000. These costs include:

Schematic Design: \$172,500.00
Design Development: \$230,000.00
Construction Documents: \$460,000.00
Bid/Permitting: \$57,500.00
Construction Administration: \$230,000.00
Subtotal \$1,150,000.00

Reimbursable Costs: \$60,000.00 (Mileage, travel, plotting/printing, ADA, misc.)

Additional Services
Alta Survey \$15,000.00
Geotechnical Report \$15,000.00
FFE Design \$30,000.00

20 Onsite Parking Spaces \$40,000.00
Overall Total \$1,310,000.00

The construction budget is programmed at approximately \$18,000,000.00. Funding for the new Animal Shelter building design and construction was approved in both the 2019 GO Bond, Proposition D and 2024 GO Bond, Proposition E, Animal Shelter, CIP MU1908, with an available design budget of \$2,550,000.00. The design is anticipated to be completed towards the end of 2025. The project construction delivery system will utilize the Construction Manager at Risk (CMAR), Resolution No. 25-06, as previously approved by Council on March 4, 2025.

The Engineering and Animal Services Department recommend the City Council approve a Professional Architectural Design Services contract with PGAL, Inc. for the design services of the Animal Shelter, CIP MU1908, in the amount of \$1,310,000.00.

BUDGET

EXPENDITURE REQUIRED: 1,310,000.00

CURRENT BUDGET: \$2,550,000.00

ADDITIONAL FUNDING: N/A

FUNDING SOURCE:CO's, 2019 & 2024 GO Bond

ATTACHMENTS:

Description	Type
☐ Contract, signed first page	Contracts

**CITY OF SUGAR LAND STANDARD CONTRACT
FOR PROFESSIONAL ARCHITECTURAL DESIGN
SERVICES FOR CITY FACILITIES**

Over \$1M
(Rev. 1-16-25)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

ARCHITECT: PGAL

By:

By: Jeff Gerber

Date:

Date: March 7, 2025

Title:

Title: CEO

Company: PGAL

MATTER NUMBER: 6183M
APPROVED AS TO FORM:

II. General Information and Terms.

Architect's Name and Address: PGAL
3131 Briarpark Dr., Suite 200
Houston, TX 77042

Project Description: Architectural and Engineering Design Services for the
Construction of a New GSF Animal Services Building

Maximum Contract Amount: \$1,310,000.00

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



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: VII.B.

AGENDA OF: City Council Meeting

INITIATED BY: *Ray Song, Engineering Manager*

PRESENTED BY: *Keisha Seals, Assistant Director of Public Works*

RESPONSIBLE DEPARTMENT: Public Works

AGENDA CAPTION:

Consideration of and action on authorization of a Contract with Cedros Paving Services LLC, in the amount of \$1,415,825.00, for sidewalk replacement for the Sidewalk Rehabilitation & Replacement Project, CIP CST2501.

RECOMMENDED ACTION:

Authorize the execution of a contract with Cedros Paving Service, LLC for the replacement of damaged sidewalks at various locations, in the amount of \$1,415,825.00 per year, renewable for up to three (3) additional years based on available budget, for a total contract amount of \$5,663,300.00, CIP CST2501- Sidewalk Program Rehabilitation and Replacement Project.

EXECUTIVE SUMMARY:

The Streets Division of the Public Works Department is responsible for sidewalk maintenance, repairs, and ensuring pedestrian safety citywide. This includes approximately 850 miles of sidewalks in neighborhoods along major thoroughfares and trails. Each year, staff complete an assessment of all the sidewalks, recording the location of and severity of vertical trip hazards, of which there are three (3) classified types.

In addition to the assessment, the City receives approximately 650 service requests for sidewalk concerns on an annual basis. The City utilizes staff as well as a sidewalk

rehabilitation contractor to complete the sidewalk replacement. Residential service requests are completed in the order in which they are received. Currently, the City’s service level for repairs called in by residents is estimated at a timeline of 18-24 months to complete repairs and/or as funding is available.

Over the years, a substantial backlog of residential sidewalk service requests has developed due to aging infrastructure, the expansion of mature trees, and constrained funding. To address the backlog of residential sidewalk requests and enhance pedestrian safety and accessibility, the 2024 GO Bond – Proposition B: Streets, Sidewalks, and Mobility which includes the development of a Sidewalk Rehabilitation and Replacement Program.

An Invitation to Bid (ITB) was advertised on February 19, 2025, to establish unit prices for sidewalk repairs, including manhole/valve adjustments, restoration and ADA compliance improvements. Bids were opened on March 6th, and four (4) bids were received. One was deemed unresponsive due to a missing payment bond. The bid summary is as follows:

Contractor	Bid Amount
1. Cedros Paving Service, LLC	\$1,140,825.00
2. Teamwork Construction Services	\$1,318,055.00
3. Total Contracting Limited	\$1,733,890.00

The recommended contractor, Cedros Paving Services, LLC, was contacted and after negotiations has agreed to a contract with the City for this project in the proposed amount of \$1,415,825.00 for sidewalk repairs.

Cedros Paving Services, LLC is awarded the contract based on its competitive bid, extensive experience, and the demonstrated history of delivering high-quality work on previous projects within the City of Sugar Land. The scope of work includes the replacement of damaged sidewalks citywide and addressing the existing backlog of repair requests. This project supports the City’s commitment to maintaining and enhancing public infrastructure in alignment with the objectives of the GO Bond.

This project will be funded through CIP CST2501, the Sidewalk Program Rehabilitation and Replacement which was approved by the voters in November 2024 through the GO Bond election, in total funded amount of \$10,000,000 over five (5) years. At the City's discretion, the contract is renewable for three (3) additional years based on available budget totaling \$5,663,300.00. This structure safeguards the City against potential price increases for up to three (3) years while maintaining flexibility in contractor selection.

The project is anticipated to begin in May and should achieve completion in 240 days. The contractor will focus on completing the service requests received prior to December 31, 2024.

In accordance with Policy CO-110, Notification of Construction Impacts and Service Interruptions, this is classified as a Neighborhood Project. Notification will be provided to the residents via door-hangers, updates on the City's website, and HOA notifications.

The Public Works Department recommends that the City Council authorize execution of a construction contract with Cedros Paving Service, LLC for the replacement of damaged sidewalks at various locations, in the amount of \$1,415,825.00 per year, renewable for three (3) additional years based on available budget, for a total contract amount of \$5,663,300.00, CIP CST2501- Sidewalk Program Rehabilitation and Replacement Project.

BUDGET

EXPENDITURE REQUIRED: \$1,415,825.00 (FY25)

CURRENT BUDGET: \$2,600,000 (FY25); \$10,000,000 (over 5 years)

ADDITIONAL FUNDING:

FUNDING SOURCE:2024 GO Bond

ATTACHMENTS:

Description	Type
☐ Signed Contract	Contracts

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not For Building Construction Projects)
(Rev. 8-13-24)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following

- I. Signatures
- II. Summary of Contract Terms
- III. Standard Contractual Provisions
- IV. Contract Documents

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By:

Name:

Title:

Date:


CONTRACTOR:

By:

Name:

Title:

Date:


Santos A. Reyes
owner/president
3/17/2025

II. Summary of Contract Terms.

Project: 2025-ITB-026; Sidewalk Rehabilitation at Various Locations

Contractor: Cedros Paving Service, LLC, 11811 N. Garden St., Houston, TX 77071

Name of Engineering Firm, if any: _____

Name of Owner's Project Manager: _____

Base Bid: \$1,415,825.00

Alternate Bid Item Nos.: _____

Total Alternate Bid Items Amount: \$ _____

Contract Price (Base Bid + Alternates): \$1,415,825.00, as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties.

Term: The term of this Contract is for twelve months from the Effective Date.

Renewal: City may renew this contract for three (3) additional one-year terms, based on the City's available budget. If the City elects the option to renew, it will provide notice to the Contractor not less than



City Council Agenda Request

APRIL 15, 2025

AGENDA REQUEST NO: VIII.A.

AGENDA OF: City Council Meeting

INITIATED BY: *Jing Xiao, Director of Finance*

PRESENTED BY: *Jing Xiao, Director of Finance*

RESPONSIBLE DEPARTMENT: Finance

AGENDA CAPTION:

FIRST & FINAL CONSIDERATION: Consideration of and action on CITY OF SUGAR LAND ORDINANCE NO. 2374: ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SUGAR LAND, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; SETTING CERTAIN PARAMETERS FOR THE CERTIFICATES; AUTHORIZING THE PRICING OFFICER TO APPROVE THE AMOUNT, INTEREST RATE, PRICE, AND TERMS THEREOF; AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATING THERETO.

RECOMMENDED ACTION:

Staff recommends the City Council approve Ordinance 2374 authorizing the issuance of City of Sugar Land Combination Tax And Revenue Certificates of Obligation, Series 2025, and Setting Certain Parameters for the Certificates.

EXECUTIVE SUMMARY:

The former Imperial Sugar site was the start of what would become Sugar Land as it once played a vital role in the city's economy. Imperial Sugar created jobs and then homes, and as it grew, this economic engine was the cornerstone of our community – a “company town” – for generations. Today, Sugar Land is still serving as a major employment hub in the Houston region with more than 70,000 jobs. While the factory is no longer operational, the resolve to

preserve and honor the City’s history is stronger than ever. It is for this reason that preserving the Char House and redeveloping the Imperial Historic District and its adjacent properties is one of the City Council’s top priorities.

The City has a long history of using a variety of financing tools to maximize our ability to be opportunistic when it comes to delivering high-priority economic development projects within the community, including using COs repaid by other funding sources to maximize the use of public dollars and reducing the overall borrowing costs. Repayment of this CO issuance will be supported by a combination of restricted economic development funds and hotel occupancy tax.

These funds will be used for restoration of historic structures within the Imperial Historic District, the acquisition of approximately 45 acres, as well as the construction, acquisition and/or improvements to the City’s utility system, streets, and related drainage. Funds will also cover professional services associated with these projects.

Description	Amount
Land Acquisition	31,500,000
Char House Preservation	12,300,000
One-time Capital Expenses	6,200,000
TOTAL	50,000,000

On February 18, 2025 City Council approved Resolution No. 25-15 authorizing the publication of Notice Of Intent To Issue the CO’s. The notice was published in the February 19th and 26nd newspapers, with the date on which City Council would authorize the issuance of the COs.

As part of the issuance process, the City engaged Standard & Poor's (S&P) and Fitch to provide a rating on the proposed COs issue. Both Fitch and S&P affirmed the City's AAA rating, which is the highest rating possible and reflects the City's strong financial management practices, healthy reserves, and economic stability.

The recent tariff concerns are widespread and shared among domestic and global economists. These market concerns have led to extreme market volatility and the higher than usual uncertainty level has resulted in sometimes dramatic daily swings in the market. The Parameter Sale is a tool the City can use, if needed, to move the sale date in the short term. For this reason, a Parameter Sale will be used in the COs’ issuance.

Ordinance 2374 authorizes the issuance of City of Sugar Land, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025; and

- Sets the following parameters for the COs

- the aggregate par amount of the Certificates issued shall never exceed the aggregate maximum principal amount of \$50,000,000
- the true interest rate on the Certificate shall not exceed 4.75%
- Authorizes the City Manager as the Pricing Officer to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance

The issuance date, interest rates, interest payment dates, and maturity will be fully described in the Officer's Pricing Certificate.

BUDGET

EXPENDITURE REQUIRED:

CURRENT BUDGET:

ADDITIONAL FUNDING:

FUNDING SOURCE:

ATTACHMENTS:

Description	Type
□ Ordinance 2374 Authorizing The Issuance of COs, Series 2025, and Setting Certain Parameter for the COs	Ordinances

ORDINANCE NO. 2374_____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SUGAR LAND, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; SETTING CERTAIN PARAMETERS FOR THE CERTIFICATES; AUTHORIZING THE PRICING OFFICER TO APPROVE THE AMOUNT, INTEREST RATE, PRICE, AND TERMS THEREOF; AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF FORT BEND §
CITY OF SUGAR LAND §

WHEREAS, the City Council of the City of Sugar Land, Texas (the “City”), authorized the publication of a notice of intention to issue certificates of obligation to the effect that the City Council would meet on April 15, 2025, to adopt an ordinance and take such other actions as may be deemed necessary to authorize the issuance of certificates of obligation (the “Certificates”) payable from ad valorem taxation and from net revenues of the City’s waterworks and sanitary sewer system (the “Net Revenues”), for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the restoration of historic structures within the City’s Imperial Historic District, including the acquisition of approximately 45 acres of land located immediately north of US-90A and between Ulrich Street and Wood Street in the City therefore, (ii) the construction or acquisition of and/or improvements to the City’s utility system, (iii) the construction or acquisition of and/or improvements to the City’s streets and related drainage, and (iv) the cost of professional services incurred in connection therewith; and

WHEREAS, such notice was published at the times and in the manner required by the Constitution and laws of the State of Texas and of the United States of America, respectively, particularly Subchapter C of Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.047(d), Texas Local Government Code, provides that the City may not authorize the issuance of the Certificates if a bond proposition to authorize the issuance of bonds for the same purpose was submitted to the voters during the preceding three years and failed to be approved; and

WHEREAS, the City Council hereby finds that no such bond proposition was submitted to the voters of the City during the preceding three years; and

WHEREAS, no petition or other request has been filed with or presented to any official of the City requesting that any of the proceedings authorizing the Certificates be submitted to a referendum or other election; and

WHEREAS, the City has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities

without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the City qualifies as an “Issuer” under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to Section 1371.053, Texas Government Code, the City desires to delegate the authority to the City Manager to effect the sale of the Certificates, from time to time and in one or more installments; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND:

1. Recitals. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

2. Definitions. Throughout this Ordinance the following terms and expressions as used herein shall have the meanings set forth below:

“Act” means Subchapter C of Chapter 271, Texas Local Government Code.

“Blanket Letter of Representations” means the Blanket Letter of Representations between the City, the Registrar, and DTC.

“Business Day” means any day that is not a Saturday, Sunday, a day on which Registrar is authorized by law or executive order to close, or a legal holiday.

“Certificate” or “Certificates” means the City of Sugar Land, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025 authorized in this Ordinance, unless the context clearly indicates otherwise.

“City” means the City of Sugar Land, Texas.

“City Manager” means Michael Goodrum or any successor serving in such office.

“City Secretary” means Linda Mendenhall or any successor serving in such office.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Interest and Sinking Fund” means the interest and sinking fund for payment of the Certificates established by the City in Section 19 of this Ordinance.

“Initial Certificate” means the Initial Certificate authorized by Section 5(d).

“Initial Purchaser” means the firm or syndicate that is the initial purchaser of the Certificates, as specified in Officer’s Pricing Certificate.

“Interest Payment Date,” when used in connection with any Certificate, means ¹, and each ² and ³ thereafter until maturity or earlier redemption.

“Mayor” means Joe Zimmerman or any successor serving in such office. In the event of the Mayor’s absence, this term shall include the Mayor Pro Tem.

“Officer’s Pricing Certificate” means the certificate signed by the Pricing Officer and containing the information regarding each issuance of the Certificates specified herein.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means any person who shall be the registered owner of any outstanding Certificate.

“Pricing Officer” means the City Manager or any successor in that office.

“Purchase Agreement” means the agreement or bid form between the City and the Initial Purchaser, as described in Section 4 of this Ordinance.

“Record Date” means, for any Interest Payment Date, the close of business on the last Business Day of the month next preceding such Interest Payment Date.

“Register” means the books of registration kept by the Registrar that the names and addresses of and the principal amounts registered to each Owner are maintained.

“Registrar” means The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, and its successors in that capacity.

3. Authorization. The Certificates shall be issued pursuant to the Act in fully registered form, without coupons, in the total authorized principal amount not to exceed \$50,000,000 for the purpose of evidencing the indebtedness of the City for all or any part of the

¹ Insert from Officer’s Pricing Certificate.

² Insert from Officer’s Pricing Certificate.

³ Insert from Officer’s Pricing Certificate.

costs associated with (i) the restoration of historic structures within the City's Imperial Historic District, including the acquisition of approximately 45 acres of land located immediately north of US-90A and between Ulrich Street and Wood Street in the City therefore, (ii) the construction or acquisition of and/or improvements to the City's utility system, (iii) the construction or acquisition of and/or improvements to the City's streets and related drainage, and (iv) the cost of professional services incurred in connection therewith.

4. Delegation of Authority. As authorized by Chapter 1371, Texas Government Code, the Pricing Officer is hereby individually authorized to act on behalf of the City through a date one year from the date of this Ordinance, from time to time, in selling and delivering one or more series of Certificates, subject to the conditions and carrying out the other procedures as set forth below. Certificates sold pursuant to a Purchase Agreement executed on or before the expiration date above may be delivered after such date, provided that such delivery date shall occur within ninety (90) days of the sale of the Certificates.

- (a) Designation, Date, and Interest Payment Dates. The Certificates shall be designated as the "CITY OF SUGAR LAND, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES ⁴ " and more fully described in the Officer's Pricing Certificate.
- (b) Date, Denomination, Interest Rates, and Maturities. The Certificates shall be dated, mature on the dates in each of the years and in the amounts set out in any Officer's Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.
- (c) Selling and Delivering Certificates. The Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including, without limitation, determining the date on and price at which the Certificates will be sold, the method and manner of sale (public or private; competitive or negotiated), the issuance date and dated date of the Certificates, the designation or title of the Certificates, the years in which the Certificates will mature, the aggregate principal amount of the Certificates, the principal amount or Maturity Amount, as the case may be, to mature in each year of maturity, the rate of interest to be borne by each such maturity, the interest payment and record dates, any redemption terms and provisions (including terms and provisions for optional and mandatory sinking fund redemption), whether to apply for municipal bond insurance, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Officer's Pricing Certificate; provided that:
 - (i) the aggregate par amount of the Certificates issued hereunder shall never exceed the aggregate maximum principal amount authorized

⁴ Insert from Officer's Pricing Certificate.

in Section 3 of this Ordinance; and

(ii) the true interest rate on the Certificates shall not exceed 4.75%.

(d) Sale; Purchase Agreement. The Certificates shall be sold and delivered to the Initial Purchaser at a price to be set forth in the Officer's Pricing Certificate in accordance with the terms of one or more Purchase Agreements to be approved by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute one or more Purchase Agreements on behalf of the City, and the Mayor, the City Secretary, and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

(e) Use of Proceeds. Except as otherwise set forth in the Officer's Pricing Certificate, proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

- (i) Net premium on the Certificates in the amount of \$⁵ shall be used to pay the costs of issuance.
- (ii) Net premium on the Certificates in the amount of \$⁶ shall be used to pay the Initial Purchaser's discount.
- (iii) Certificate proceeds in the amount of \$⁷, including net premium in the amount of \$⁸, shall be deposited to the Construction Fund and used to accomplish the purposes set out in Section 3 of this Ordinance.
- (iv) Any Certificate proceeds remaining after accomplishing the purposes set out in Section 3 of this Ordinance, including earnings on investments of such proceeds, shall be transferred to the Interest and Sinking Fund.

5. Execution of Certificates; Seal. (a) The Certificates shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

⁵ Insert from Officer's Pricing Certificate.

⁶ Insert from Officer's Pricing Certificate.

⁷ Insert from Officer's Pricing Certificate.

⁸ Insert from Officer's Pricing Certificate.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Certificate delivered at the Closing Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, the Initial Certificate, being a single certificate representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Registrar shall cancel the Initial Certificate and deliver definitive Certificates to DTC.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Certificates. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America that, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable at the principal payment office of the Registrar in Dallas, Texas. The interest on each Certificate shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Certificate is not a Business Day, then the date for such payment shall be the next succeeding Business Day, with the same force and effect as if made on the original date payment was due.

7. Successor Registrars. The City covenants that at all times while any Certificates are outstanding it will provide a commercial bank or trust company organized under the laws of the United States or any state and duly qualified and legally authorized to serve as Registrar for the Certificates. The City reserves the right to change the Registrar on not less than sixty (60) days written notice to the Registrar, so long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Ownership; Unclaimed Principal and Interest. The City, the Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making payment of principal or interest on such Certificate, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Registrar that represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code.

10. Registration, Transfer, and Exchange. So long as any Certificates remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas, and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Certificate in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, for a Certificate or Certificates of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered in accordance with this Section shall be

entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

11. Mutilated, Lost, or Stolen Certificates. Upon the presentation and surrender to the Registrar of a mutilated Certificate, the Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Certificate is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Certificate of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The City or the Registrar may require the Owner of a lost, apparently destroyed, or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

12. Cancellation of Certificates. All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

13. Book-Entry System. (a) The Initial Certificate shall be registered in the name designated in the Officer's Pricing Certificate. Except as provided in Section 14 hereof, all other Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payments of principal, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

14. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Certificates shall be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, notify DTC and DTC

Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

15. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the City's Blanket Letter of Representations with DTC.

16. Optional and/or Mandatory Redemption; Defeasance. The Certificates are subject to optional redemption and/or mandatory redemption as set forth in the Form of Certificate in this Ordinance and the Officer's Pricing Certificate.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Certificate for redemption in part, the Registrar, in accordance with Section 10 hereof, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity, Closing Date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Notice of any redemption identifying the Certificates to be redeemed in whole or in part shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class mail, postage prepaid, to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment, and, if less than all Certificates outstanding of a particular maturity are to be redeemed, the numbers of the Certificates or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Certificates have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Certificates may be discharged, defeased, redeemed, or refunded in any manner now or hereafter permitted by law.

17. Forms. The form of the Certificates, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to the Initial Certificate, the form of the Registrar's Authentication Certificate, and the form of Assignment, shall be, respectively, substantially as follows, with such additions, deletions, and variations as may be necessary to conform to the terms specified or desirable and not prohibited by this Ordinance, including any legend regarding bond insurance if such insurance is obtained by the Initial Purchaser.

(a) Form of Certificate.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF FORT BEND

REGISTERED
NUMBER

REGISTERED
DENOMINATION
\$ _____

CITY OF SUGAR LAND, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES ⁹ _____

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:
February 15, 20____ ¹⁰ _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Sugar Land, Texas (the "City") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at The Bank of New York Mellon Trust Company, National Association (the "Registrar") at its principal payment office in Dallas, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of

⁹ Insert from Officer's Pricing Certificate.

¹⁰ Insert from Officer's Pricing Certificate.

America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of ¹¹ or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check on ¹² and ¹³, beginning on ¹⁴, mailed to the registered owner of record as of the close of business on the last business day of the month next preceding each interest payment date.

THIS CERTIFICATE is one of a duly authorized issue of certificates of obligation, aggregating \$ ¹⁵ (the "Certificates"), issued for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the restoration of historic structures within the City's Imperial Historic District, including the acquisition of approximately 45 acres of land located immediately north of US-90A and between Ulrich Street and Wood Street in the City therefore, (ii) the construction or acquisition of and/or improvements to the City's utility system, (iii) the construction or acquisition of and/or improvements to the City's streets and related drainage, and (iv) the cost of professional services incurred in connection therewith; and issued in accordance with the Constitution and laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code, and pursuant to an ordinance duly adopted by the City Council of the City (the "Ordinance"), which Ordinance is of record in the official minutes of the City Council.

THE CITY RESERVES THE RIGHT to redeem Certificates maturing on and after ¹⁶, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$5,000, on ¹⁷ or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Certificates.

[If applicable, mandatory redemption language]¹⁸

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue

¹¹ Insert from Officer's Pricing Certificate.

¹² Insert from Officer's Pricing Certificate.

¹³ Insert from Officer's Pricing Certificate.

¹⁴ Insert from Officer's Pricing Certificate.

¹⁵ Insert from Officer's Pricing Certificate.

¹⁶ Insert from Officer's Pricing Certificate.

¹⁷ Insert from Officer's Pricing Certificate.

¹⁸ Insert from Officer's Pricing Certificate.

on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE CERTIFICATES are exchangeable at the principal payment office of the Registrar in Dallas, Texas, for Certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Certificates and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues, in an amount not to exceed \$10,000, to be derived from the operation of the City's waterworks and sanitary sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are pledged to the payment of the principal of and interest on the Certificates; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor and countersigned with the manual or facsimile signature of the City

Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

CITY OF SUGAR LAND, TEXAS

Mayor

City Secretary

(SEAL)

(b) Form of Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

The Bank Of New York Trust Company, National Association, Dallas, Texas
As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Certificate in every particular, without any alteration, enlargement or change whatsoever.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b), and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and the word “CUSIP” deleted;

(ii) in the first paragraph of the Certificate, the words “on the maturity date specified above,” and “at the rate shown above” shall be deleted and the following shall be inserted at the end of the first sentence “..., with such principal to be paid in installments on ¹⁹ in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:”

[Information to be inserted from schedule in the Officer’s Pricing Certificate]

(iii) the Initial Certificate shall be numbered I-1.

18. CUSIP Numbers. CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates.

19. Interest and Sinking Fund; Tax Levy. There is hereby established a separate fund of the City to be known as the “City of Sugar Land, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025 Interest and Sinking Fund” (the “Interest and Sinking Fund”), which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed, and collected for and on account of the Certificates authorized by this Ordinance shall be deposited, as collected, in the Interest and Sinking Fund. While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied, and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Certificates as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Certificates or the amount required to pay each installment of principal of the Certificates

¹⁹ Insert from Officer’s Pricing Certificate.

as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Certificates.

To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

20. Pledge of Revenues. Pursuant to Chapter 1502, Texas Government Code, the revenues, in an amount not to exceed \$10,000, to be derived from the operation of the City's waterworks and sanitary sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

21. Application of Chapter 1208, Texas Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under Sections 19 and 20 hereof, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding an unpaid such that the pledge of the taxes and revenues granted by the City under Sections 19 and 20 hereof is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

22. Further Proceedings. After the Initial Certificate has been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Initial Certificate and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Certificate has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Certificate, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

23. Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following

meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series or sub-series of the Certificates or other obligations of the City is the respective date on which such series or sub-series of the Certificates or other obligations of the City is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Certificates issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Certificates.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Certificates shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds of the Certificates or any other amounts (or any property the

acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Certificate and prior to the last stated maturity of the Certificates,

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Certificates and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public; or

(2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the regulations and rulings relating to section 141 of the Code, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take or pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Certificates, directly or indirectly invest Gross Proceeds of the Certificates in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the

Code and the regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Certificates on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the City shall:

(1) account for all Gross Proceeds of the Certificates (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;

(2) calculate the Rebate Amount with respect to the Certificates not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least three years after the final Computation Date;

(3) as additional consideration for the purchase of the Certificates by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder; and

(4) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time after the Issue Date of the Certificates and prior to the earlier of the final stated maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit

or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Not Hedge Bonds. The City will not invest more than fifty (50) percent of the Proceeds of the Certificates in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date, the City will reasonably expect that at least eighty-five (85) percent of the Net Sale Proceeds of the Certificates will be used to carry out the governmental purpose of such series within three (3) years after the Issue Date.

24. Investment and Security of Funds. Money in the Interest and Sinking Fund and the Construction Fund may, at the option of the City, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, or obligations the principal of which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities of the United States of America or as otherwise permitted by state law, including the Public Funds Investment Act; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. If necessary, such investments shall be promptly sold to prevent any default. Any of such moneys which are not invested shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256 and the Public Funds Collateral Act, Government Code, Chapter 2257.

25. Official Statement. The City hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Certificates and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Initial Purchaser is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement.

26. Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(a) The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under the headings "TAX DATA" (except for the information under the subcaption "ESTIMATED OVERLAPPING BOND DEBT PAYABLE FROM AD VALOREM TAXES"), "FINANCIAL INFORMATION," "DEBT INFORMATION," "THE MUNICIPAL AIRPORT SYSTEM," "WATERWORKS AND SEWER SYSTEM," "OTHER CERTIFICATES" and in APPENDIX B. The City shall update such

information within six (6) months after the end of each fiscal year ending on and after September 30, 2025. Any financial statements to be so provided shall be (1) prepared in accordance with Appendix B of the Official Statement or the accounting principles the City may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, then the City shall provide those portions of the unaudited financial statements of the City referenced in the City's application for financial assistance but for the most recently concluded fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

The City's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of holders of the Certificates, if material;

- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

For these purposes, (a) any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the (xv) and (xvi) of the immediately preceding paragraph to have the same meanings as when they are used in the Rule, as evidenced by SEC

Release No. 34-83885, dated August 20, 2018. The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information, operating data, or financial statements in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(d) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an purchaser to purchase or sell the Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate

principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an purchaser from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the agreement, it will include with the next financial information and operating data provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

27. Related Matters. The Mayor, the City Manager, the City Secretary, the City's Finance Director, and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

28. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

29. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

30. Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor, City Secretary, and other appropriate officials of the City are each hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance, in the judgment of the Mayor, the City Council, the City Secretary, the City Manager, the City's Finance Director and other appropriate officials of the City, and in the opinion of Bond Counsel to the City, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, the Preliminary Official Statement, and the final Official Statement; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Certificates or such documents shall be subject to the prior approval of the City Council.

31. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

[Signature page follows]

PASSED AND APPROVED on the ____ day of _____, 2025.

Joe R. Zimmerman

Mayor
City of Sugar Land, Texas

ATTEST:

Linda Mendenhall
City Secretary
City of Sugar Land, Texas

(SEAL)

APPROVED AS TO LEGALITY:

s/ Tom Sage
Bond Attorney
HUNTON ANDREWS KURTH LLP