City of Sugar Land

City Council Agenda

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

Tuesday, July 15, 2025
City Council Meeting
City Council Chamber
5:30 PM

I. Attention

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

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

II. Call to Order

III. Invocation

Carol McCutcheon, Mayor

IV. Pledges of Allegiance

Carol McCutcheon, Mayor

V. Public Comment

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

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

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

VI. Consent Agenda

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

A. **AMENDMENT NO. 2 WITH FLOCK GROUP, INC.**
Consideration of and action on authorization of Amendment No. 2 to the Five-Year Contract with Flock Group, Inc., in the amounts of $547,009.94 for Years Two – Five, for reinstallation services and consolidation of leasing contracts of fifty-three (53) additional license plate recognition cameras; for a total contract amount of $2,232,990.58.
Pedro Lara, Chief of Police

B. **CONTRACT WITH ARKK ENGINEERS LLC**

Consideration of and action on authorization of a Contract with ARKK Engineers LLC, in the amount of $229,975.00, for design and bid phase services for the Wastewater Collection System Rehabilitation Project, CIP CWW2501.

Paola DeLaTorre, Project Manager II

C. **CONTRACT WITH ESKOLA LLC, DBA JR JONES ROOFING**

Consideration of and action on authorization of a Contract with Eskola LLC, DBA JR Jones Roofing, in the amount of $115,496.00 through the Choice Partners Cooperative Purchasing Contract No. 24/002TC-07, for Fire Station No. 1 roof coating and associated services for the Public Safety Facilities Rehabilitation Project, CIP CMU2503.

Paola DeLaTorre, Project Manager II

D. **CONTRACT WITH ESKOLA LLC, DBA JR JONES ROOFING**

Consideration of and action on authorization of a Contract with Eskola LLC, DBA JR Jones Roofing, in the amount of $314,174.00 through the Choice Partners Cooperative Purchasing Contract No. 24/002TC-07, for Fire Station No. 4 re-roofing and associated services for the Public Safety Facilities Rehabilitation Project, CIP CMU2503.

Paola DeLaTorre, Project Manager II

E. **CONTRACT WITH JSS CONSTRUCTION LLC**

Consideration of and action on authorization of a Contract with JSS Construction LLC, in the amount of $632,641.00, for construction services for the Tract 2 Wastewater Improvements Project, CIP CWW2309.

Timothy Jahn, Senior Engineering Manager

F. **CONTRACT WITH BASS CONSTRUCTION CO., INC.**

Consideration of and action on a Contract with Bass Construction Co., Inc., in the amount of $570,000.00, for Public Safety facilities bay door improvements for the Public Safety & Public Services Building Rehabilitation Project, CIP CMU2202, utilizing 2019 General Obligation Funds.

Lauren Lathon, Facilities Services Project Manager

G. **CONTRACT WITH PURESERVICE CORPORATION**

Consideration of and action on a Contract with PureService Corporation, in the amount of $130,675.00, for janitorial services for City park facilities. This contract will automatically renew for four (4) additional one-year terms for a total contract amount of $653,375.00.

William Hajdik, Assistant Director of Parks & Recreation

H. **CONTRACT WITH COZO INDUSTRIES LLC**

Consideration of and action on a Three-Year Artwork Lease Agreement with COZO Industries LLC, in the annual amount of $40,000.00, for three (3) HYBYCOZO sculptures at Smart Financial Centre; and $40,000.00 for installation, and deinstallation services. This contract has a total contract amount of $160,000.00.

Nicole Guevara, Assistant Director of Neighborhood Services

I. **MINUTES**

Consideration of and action on the minutes of the July 1, 2025 meeting

Linda Mendenhall, City Clerk

VII. Appointments

A. **<u>ANIMAL ADVISORY BOARD APPOINTMENTS</u>**
Consideration of and action on the appointment of a Municipal Officer and Animal Shelter Employee for unexpired terms ending September 30, 2025 to the Animal Advisory Board.
Carol McCutcheon, Mayor

VIII. Budget

A. **<u>FILING THE FISCAL YEAR 2026 ANNUAL BUDGET AND FISCAL YEAR 2026-2030 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM</u>**
Receive for filing the City Manager's proposed Fiscal Year 2026 Annual Budget and Fiscal Year 2026-2030 Five-Year Capital Improvement Program.
ShaLae Steadman, Director of Budget

IX. City Council and City Manager Reports

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

X. Adjournment

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

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

The agenda and supporting documentation is located on the City Website under meeting agendas.

Posted on this DATE/TIME

City Council Agenda Request
July 15, 2025

Agenda Request No: VI.A.

Agenda of: City Council Meeting

Initiated by: Larysa Chiski, Senior Police Finance Manager

Presented by: Pedro Lara, Chief of Police

Responsible Department: Police

Agenda Caption:
AMENDMENT NO. 2 WITH FLOCK GROUP, INC.
Consideration of and action on authorization of Amendment No. 2 to the Five-Year Contract with Flock Group, Inc., in the amounts of $547,009.94 for Years Two – Five, for reinstallation services and consolidation of leasing contracts of fifty-three (53) additional license plate recognition cameras; for a total contract amount of $2,232,990.58.

Recommended Action:
The Police Department recommends that the City Council authorize Amendment No. 2 to the LPR camera contract with Flock Group, Inc. consolidating leasing contracts of fifty-three (53) additional license plate recognition cameras, adding the reinstallation services, and increasing the maximum contract amount by $547,009.94 to $2,232,990.58 for the five-year lease of the existing license plate recognition cameras.

Executive Summary:
License plate recognition (LPR) cameras have been a highly effective crime-fighting tool for Sugar Land neighborhoods and businesses. They have been instrumental as a deterrent and forensic tool to solve crimes. There has been continued interest from business districts and neighborhood associations to expand the reach of their cameras, resulting in funding for a network of similar crime prevention cameras along public roadways.

The Police Department implemented Phase I in 2015 of the LPR cameras via the City-wide camera project, and has finalized the installation of the Phase II LPR cameras approved in FY 2023 with the utilization of American Rescue Plan Act (ARPA) funds (106 cameras). Additional 70 cameras (Phase III) were installed via the existing contract with Flock Inc. in FY2024.

Effective April 2, 2025, the City of Sugar Land and Flock Group, Inc. entered into Amendment No. 1 to the contract, formally adding the first 53 out of the 106 LPR cameras previously leased under the different contract (Public Sector Insight, 12-month lease), increasing the maximum contract amount, and identifying cameras that needed to be swapped out.

Amendment No. 2 to the existing contract with Flock Group, Inc. is for the addition of the remaining 53 cameras previously leased under the Public Sector Insight contract, which will result in a further price increase of $471,009.94 over the remaining term; and for the addition of the reinstallation services in an amount not to exceed $19,000.00 each year. All LPR camera leases will expire at the same time. The Maximum Contract Amount has been increased by $547,009.94 to $2,232,990.58 ($321,230.64/year 1 + $427,509.94/year 2 + $494,750.00 in years 3-5).

The Police Department recommends that the City Council authorize Amendment No. 2 to the LPR camera contract with Flock Group, Inc. consolidating leasing contracts of fifty-three (53) additional license plate recognition cameras, adding the reinstallation services, and increasing the maximum contract amount by $547,009.94 to $2,232,990.58 for the five-year lease of the existing license plate recognition cameras.

Budget

Expenditure Required: FY25 - $92,509.94

Current Budget: FY25 - $92,509.94

Additional Funding: n/a

Funding Source: General Fund Police Department Operation and Maintenance Budget

Account Number (ORG-OBJ-Project): 1017105-601000

Attachments

1. Complete_with_Docusign_11_Flock_Contract_Am

AMENDMENT NO. 2
TO THE CITY OF SUGAR LAND CONTRACT FOR GENERAL SERVICES (MODIFIED) BETWEEN THE CITY OF SUGAR LAND AND FLOCK GROUP, INC.

This Amendment No. 2 to the City of Sugar Land Contract for General Services (Modified) is entered into among the City of Sugar Land, Texas ("City") and Flock Group, Inc. ("the Company").

RECITALS:

WHEREAS, on March 22, 2023, the City entered into a contract with Insight Public Sector for installation of, and a 1 year lease for, an initial 106 Flock license plate recognition ("LPR") cameras (the "Insight Agreement"); and

WHEREAS, on December 22, 2023, the City and Company entered into that City of Sugar Land Contract for General Services (Modified), whereby Company would provide an additional 70 LPR cameras to the City (the "Agreement"); and

WHEREAS, the Agreement included the installation of 70 new LPR cameras, a 5 year lease for existing and new LPR cameras, and a software license for existing and new LPR cameras; and

WHEREAS, the Agreement also terminated the Insight Agreement, to consolidate the existing 106 LPR cameras and 70 new LPR cameras under one agreement with Company; and

WHEREAS, effective April 2, 2025, the City and Company entered into Amendment No. 1 to the Agreement, formally adding 53 out of the 106 LPR cameras, increasing the Maximum Contract Amount, and identifying cameras that needed to be swapped out; and

WHEREAS, an additional 53 cameras remain to be added to the Agreement, which will result in a further price increase of $471,009.94 over the remaining term; and

WHEREAS, after a deployment plan with designated locations and equipment has been agreed upon by the City and Company, any subsequent changes to the deployment plan (aka "Reinstalls") driven by the City will incur a fee; and

WHEREAS, the Reinstalls will incur an additional cost each year, in an amount not to exceed $19,000.00; and

WHEREAS, Section III.G. of the Agreement requires that any amendment be in writing and signed by both parties; and

NOW THEREFORE, the City and Company desire to amend the Agreement to add additional cameras and increase the Maximum Contract Amount.

AGREEMENT:

In consideration of the mutual benefits to accrue to each, the Agreement is amended as follows:

1. The Maximum Contract Amount in Section II. of the Contract is increased by $547,009.94 to $2,232,990.58 ($321,230.64/year 1 + $427,509.94/year 2 + $494,750.00 in years 3-5).

2. That the Company's Amendment to the Agreement documenting the final 53 LPR cameras to be added to the Agreement, attached as an exhibit hereto, is added to the Agreement as Exhibit A-8.

3. That the Company's Order Form for the LPR cameras is added to the Agreement as Exhibit A-9.

4. That the Company's Reinstall Fee Schedule is added to the Agreement as Exhibit A-10.

5. This Amendment No. 2 to the City of Sugar Land Contract for General Services (Modified) is effective on the latest of the dates executed by the parties and terminates when the Agreement terminates.

[*Signature Page Follows*]

CITY OF SUGAR LAND, TEXAS

By: ______________________________________
Name: Michael W. Goodrum
Title: City Manager
Date:_____________________________________

FLOCK GROUP, INC.

Signed by:
By: Mark Smith
AC5C931454C2453...
Printed Name: Mark Smith
Title: General Counsel
Date: 6/15/2025

ATTEST/SEAL:

____
Linda Mendenhall City Secretary

XAKIA MATTER NO. 6896M
APPROVED AS TO FORM:

Attachments:
EXHIBIT A-8: Company's Amendment
EXHIBIT A-9: Company's Order Form
EXHIBIT A-10: Company's Reinstall Fee Schedule

EXHIBIT A-8

Company's Amendment

(See attached)

flock safety

AMENDMENT

This amendment ("**Amendment**") supersedes and amends the previously executed agreement between the Parties, dated 12/27/2023, relating to the provision of services by Flock Group Inc. ("**Flock")** to TX - Sugar Land PD ("**Customer**") and any schedules or exhibits attached thereto or incorporated therein by reference (the "**Agreement**"). The remainder of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement the terms of this Amendment will prevail. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Amendment is effective upon execution by both Parties (the "**Effective Date**").

The Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services and/or One Time Purchases listed on the table(s) below are added into the Agreement in its entirety. Any recurring fees added to the Agreement through this Amendment will be prorated as of the Effective Date of this Amendment. Any prorated amounts provided are for recurring fees only and subject to change based on Effective Date. After the current Term, Customer shall pay the fees as set forth in the applicable product tables pursuant to payment terms indicated on the Order Form or prior Agreement.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$132,500.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	53	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Annual Recurring Subtotal:	$132,500.00

Amendment Billing Schedule	
Invoice 1 (6/7/2025 - 12/26/2025)	$73,509.94
Invoice 2 (12/27/2025 - 12/26/2026)	$132,500.00
Invoice 3 (12/27/2026 - 12/26/2027)	$132,500.00
Invoice 4 (12/27/2027 - 12/26/2028)	$132,500.00
Amendment Total	$471,009.94
Annual Totals	
Year 1 of Amendment	$73,509.94
New Annual Recurring	$132,500.00
Existing Annual Recurring	$343,250.00
Net Total Annual Recurring	$475,750.00
Year 1 total is an estimate based on amendment executed date of 06/07/2025.	

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed Agreement.

FLOCK GROUP, INC.		**Customer: TX - Sugar Land PD**	
By:	Signed by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	
Title:	General Counsel	Title:	
Date:	6/15/2025	Date:	
		PO Number:	

<u>**EXHIBIT A-9**</u>

Company's Order Form

(See attached)

Flock Safety + TX - Sugar Land PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dale Anzalone
dale.anzalone@flocksafety.com
7133052672

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	TX - Sugar Land PD	Initial Term:	60 Months
Legal Entity Name:	TX - Sugar Land PD	Renewal Term:	24 Months
Accounts Payable Email:	accountspayable@sugarlandtx.gov	Payment Terms:	Due on receipt
Address:	2700 Town Center Blvd N Sugar Land, Texas 77479	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$202,500.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ® LR	Included	11	Included
Flock Safety Falcon ®	Included	59	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Advanced Implementation Fee (Falcon LR)	$1,000.00	11	$11,000.00
Professional Services - Standard Implementation Fee	$650.00	41	$26,650.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	18	$2,700.00

Subtotal Year 1:	$242,850.00
Annual Recurring Subtotal:	$202,500.00
Discounts:	$147,500.00
Estimated Tax:	$0.00
Contract Total:	$1,052,850.00

Special Terms:

• Insight Purchase Orders: 67944088 and 67944061 Upon termination of the three (3) previously contracted Insight agreements, Customer will have the option to transfer Flock Hardware to this Agreement for the previously agreed upon price of $2,500 per Flock Hardware (Flock Safety Falcon).

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$242,850.00
Annual Recurring after Year 1	$202,500.00
Contract Total	$1,052,850.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$147,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® LR	A long-range infrastructure-free license plate reader camera designed for high speed vehicles that utilizes Vehicle Fingerprint technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: TX - Sugar Land PD**	
By:	Signed by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	
Title:	General Counsel	Title:	
Date:	6/15/2025	Date:	
		PO Number:	

EXHIBIT A-10

Company's Reinstall Fee Schedule

(See attached)

Reinstall Fee Schedule

Reinstall Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email support@flocksafety.com

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **$150**
- Standard Install | **$650**
- Advanced Install | **$1,250**

Camera Relocations

- Falcon/Sparrow camera relocation, existing pole | **$350**
- Falcon/Sparrow camera relocation, Flock pole | **$750**
- Falcon/Sparrow camera relocation, advanced pole | **$2,000**
- Condor relocation, existing pole | **$750**
- Condor relocation, existing pole, and AC hookup by Flock | **$1,500**

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **$2,000**
- Technician visit for any other reason not listed above | **$350**
- Solar panel replacement as a result of vandalism, theft, or damage | **$350**

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | **$800**
- Replacement Battery | **$750**
- Replacement Solar Panel | **$500**
- Replacement DC Power Kit | **$150**
- Replacement AC Power Kit | **$150**
- Replacement Cable(s) | **$50**

City Council Agenda Request
July 15, 2025

Agenda Request No: VI.B.

Agenda of: City Council Meeting

Initiated by: Paola DeLaTorre, Project Manager II

Presented by: Paola DeLaTorre, Project Manager II

Responsible Department: Engineering

Agenda Caption:
CONTRACT WITH ARKK ENGINEERS LLC
Consideration of and action on authorization of a Contract with ARKK Engineers LLC, in the amount of $229,975.00, for design and bid phase services for the Wastewater Collection System Rehabilitation Project, CIP CWW2501.

Recommended Action:
Consideration of and action on authorizing execution of an Engineering Design Contract in the amount of $229,975.00 with ARKK Engineers, LLC for design and bid phase services for the Wastewater Collection System Rehabilitation Project, CIP CWW2501.

Executive Summary:
The City's wastewater collection system consists of approximately 2.6 million linear feet of active wastewater lines, 133 lift stations, approximately 16,450 sanitary sewer manholes, and four wastewater treatment plants. The flows to the four wastewater treatment plants are conveyed by gravity mains, force mains, lift stations, and gravity interceptor mains.

This contract provides engineering design and bid phase services for the rehabilitation of wastewater mains and manholes located throughout the City. The needs were identified by City staff through ongoing maintenance efforts, known deteriorated lines, and rehabilitation of selected wastewater lines identified from recently completed evaluation studies.

ARKK Engineers, LLC was selected for the design phase of the project through a formal Request for Qualifications (RFQ) process, following the City Policy PU-109. Nine (9) qualified submittals were received and ARKK Engineers, LLC was selected as the top consultant.

The methods of rehabilitation for the sanitary sewer mains will involve in-place rehabilitation techniques such as pipe bursting, cured-in-place pipe liner, and point repairs. This project will also include television inspection, manhole rehabilitation, manhole installation, service line reconnections, and associated work. The scope of work includes:

- Full-length rehabilitation of approximately 40,000 L.F. of 6" through 12" wastewater lines by trenchless rehabilitation methods in Lakefield, Sugar Creek, and other locations throughout the City.
- Coordinate with COSL and other entities TxDOT, TCEQ
- Perform site visits to identify surface features that could impact work
- Review field investigation data to recommend rehabilitation method
- Perform manhole inspections to recommend rehabilitation method
- Prepare project drawings, technical specifications, and bidding documents
- Prepare construction cost estimates
- Update and modify City's GIS Data with the rehabilitated wastewater lines and submit to the City.
- Assist with TxDOT permit for work within ROW
- Post bid documents on Civcast
- Attend pre-bid meeting with contractors
- Prepare Bid Tabulation and Letter of Recommendation
- Prepare construction contract documents for execution

The fee was negotiated through a level of effort with the consultant and City staff. Funding is available in CIP CWW2501, with an available budget of $300,000.00. The notice to proceed will be issued in August, with a contract time of 210 calendar days. Construction is planned for FY26.

The Engineering and Public Works Departments request that the City Council authorize the execution of an engineering design contract with ARKK Engineers, LLC, for the design and bid phase services for the Collection System Rehabilitation Project, CIP CWW2501, in the amount of $229,975.00.

Budget

Expenditure Required: $229,975.00

Current Budget: $300,000.00

Additional Funding: N/A

Funding Source: System Revenues and Revenue Bonds

Account Number (ORG-OBJ-Project): 6046666-490601

Attachments

1. ARKK Engineers Contract - Signed
2. Proposal for Engineering Design & Bid Phase Services - CIP CWW2501
3. Form HB-89
4. Form 1295

5. Form SB-13
6. Form SB-19
7. Location Map

CITY OF SUGAR LAND CONTRACT
FOR PROFESSIONAL ENGINEERING DESIGN
SERVICES FOR CITY FACILITIES
$100,000 to $999,999
(Rev. 1-16-25)

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

CITY OF SUGAR LAND	**ENGINEER**:
By:	**By:**
Date:	**Date:** June 17, 2025
Title:	**Title:** Principal/Sr. Project Manager
	Company: ARKK Engineers, LLC

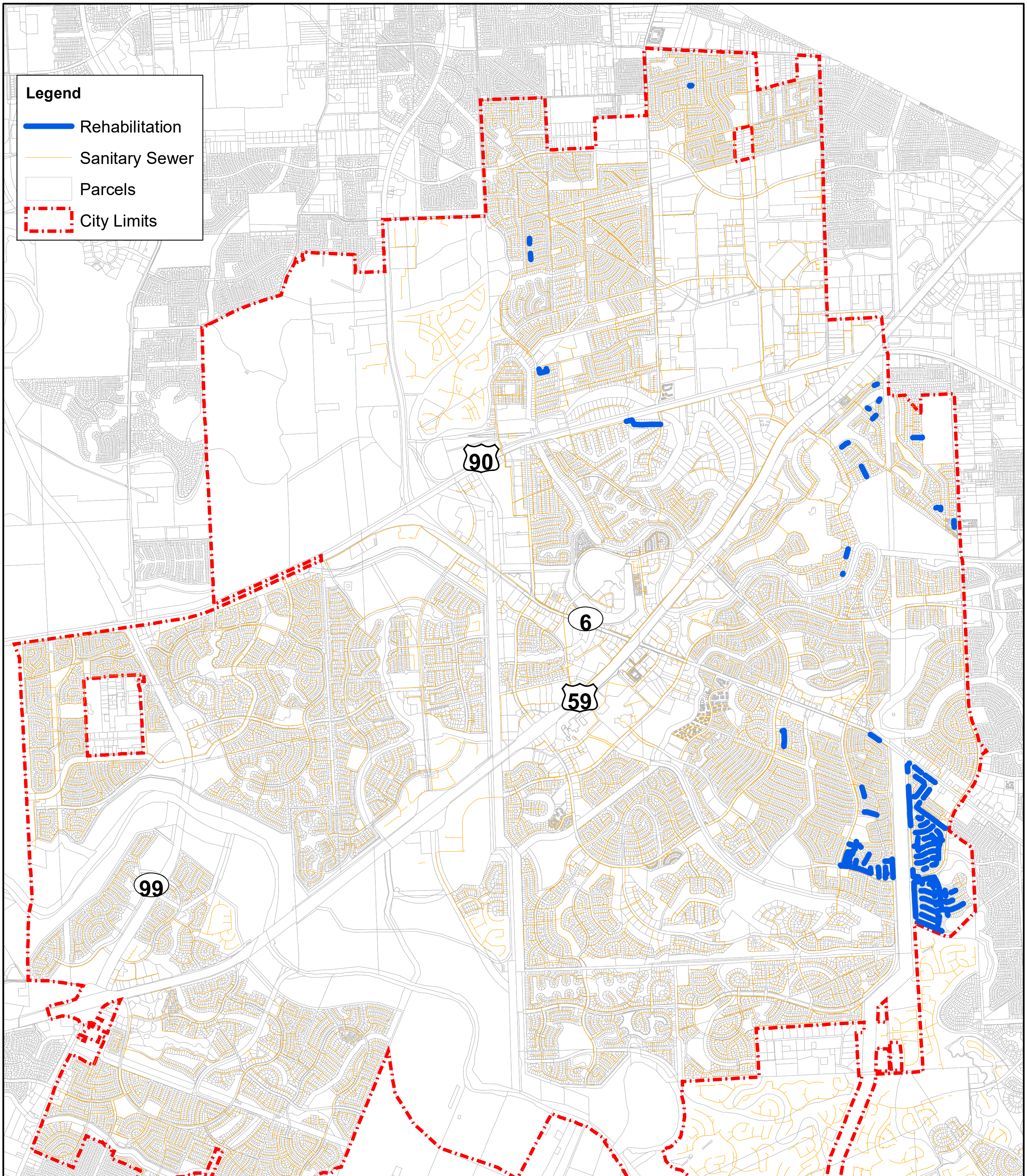
MATTER NUMBER:
APPROVED AS TO FORM:

II. General Information and Terms.

Engineer's Name and Address:	ARKK Engineers, LLC 7322 Southwest Fwy, Suite 1040 Houston, TX 77074
Project Description:	Design and Bid Phase Services for Wastewater Collection System Rehabilitation Project, CIP No. CWW2501
Maximum Contract Amount:	$229,975.00
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 OF SUGAR LAND

Capital Improvement Program
Collection System Rehabilitation Project
CIP CWW2501

ARKK ENGINEERS

City Council Agenda Request
July 15, 2025

Agenda Request No: VI.C.

Agenda of: City Council Meeting

Initiated by: Paola DeLaTorre, Project Manager II

Presented by: Paola DeLaTorre, Project Manager II

Responsible Department: Engineering

Agenda Caption:
CONTRACT WITH ESKOLA LLC, DBA JR JONES ROOFING
Consideration of and action on authorization of a Contract with Eskola LLC, DBA JR Jones Roofing, in the amount of $115,496.00 through the Choice Partners Cooperative Purchasing Contract No. 24/002TC-07, for Fire Station No. 1 roof coating and associated services for the Public Safety Facilities Rehabilitation Project, CIP CMU2503.

Recommended Action:
Authorize the execution of a contract with Eskola LLC, DBA J.R. Jones Roofing, for the roof coating and associated services of Fire Station #1 as part of the Public Safety Facilities Rehabilitation Project, CIP CMU2503 in the amount of $115,496.00 through the Choice Partners Cooperative Purchasing Contract No. 24/002TC-07.

Executive Summary:
The Facilities Master Plan identified rehabilitation and repairs to Public Safety facilities due to aging infrastructure and evolving service level requirements and program changes. Several modifications have been identified across various Public Safety buildings, including repairs to mechanical, electrical, plumbing and security systems, natural disaster preparedness, and building modifications due to recent changes in service levels and programs.

The City previously contracted Terracon Consultants, Inc. to provide a comprehensive roofing assembly assessment and construction bid documents for Fire Station #1. The firm's experience includes architecture, engineering, and construction to protect buildings from air and moisture damage.

The existing roof at Fire Station #1 has been identified as a modified bitumen roof that has aged considerably. The roof membrane is showing signs of surface deterioration, seam failures, small cracks, UV damage and minor splits that will compromise waterproofing over time and is therefore due for roof rehabilitation.

The scope of work for Fire Station #1 roof coating rehabilitation includes the following:

- Perform roof repairs and install a silicone coating system
- Removal of existing modified bitumen roofing and wet/damaged ISO insulation and reinstall to match existing.
- Clean and prep modified bitumen roof for the installation of silicone coatings.
- Installation of walkway protection.
- Replacement of damaged plywood decking.
- Installation of silicone roof coating.
- Seal all overlaps and termination in copings, gutters, and downspouts with silicone sealant.
- Remove and dispose of the disconnected unit and provide new decking and roofing to match the existing roof.

The City has selected Eskola, LLC DBA J.R. Jones Roofing to perform the Fire Station #1 roofing work. J.R. Jones Roofing is a well-regarded contractor with over 15 years of experience serving the Houston area. This selection was facilitated through the pre-approved Choice Partners cooperative contract agreement #27/002TC-07.

Choice Partners is a national purchasing cooperative that offers compliant procurement and contract solutions specifically designed to meet the needs of governmental entities. By conducting the legally required, competitive bidding process in advance, Choice Partners enables municipalities to quickly and compliantly purchase the goods and services needed by eliminating the delays.

The proposed contract amount for the roof coating rehabilitation of Fire Station #1 is $115,496.00 (includes material and labor).

Upon the City Council's approval, the Notice to Proceed will be issued and construction is expected to last 90 days.

The Engineering and Facilities Departments recommend that the City Council approve a contract with Eskola LLC, dba J.R. Jones Roofing for the roof coating and associated services of Fire Station #1 as part of the Public Safety Facilities Rehabilitation Project, CIP CMU2503 in the amount of $115,496.00 through the Choice Partners Cooperative Purchasing Contract No. 24/002TC-07.

Budget

Expenditure Required: $115,496.00

Current Budget: $953,286.54

Additional Funding: N/A

Funding Source: GO Bond 2024

Account Number (ORG-OBJ-Project): 5023199-541000

Attachments

1. JR Jones Contract - Fire Station #1 - Signed first page
2. JR Jones Fire Station 1 Proposal
3. TX House Bill 89 - Signed
4. Form 1295
5. TX Senate Bill 13 - Signed
6. TX Senate Bill 19 -Signed
7. JR Jones Roofing - Choice Partners Cooperative
8. Fire Station 1 Map

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
$100K to $999,999.99
(Rev. 6-3-25)

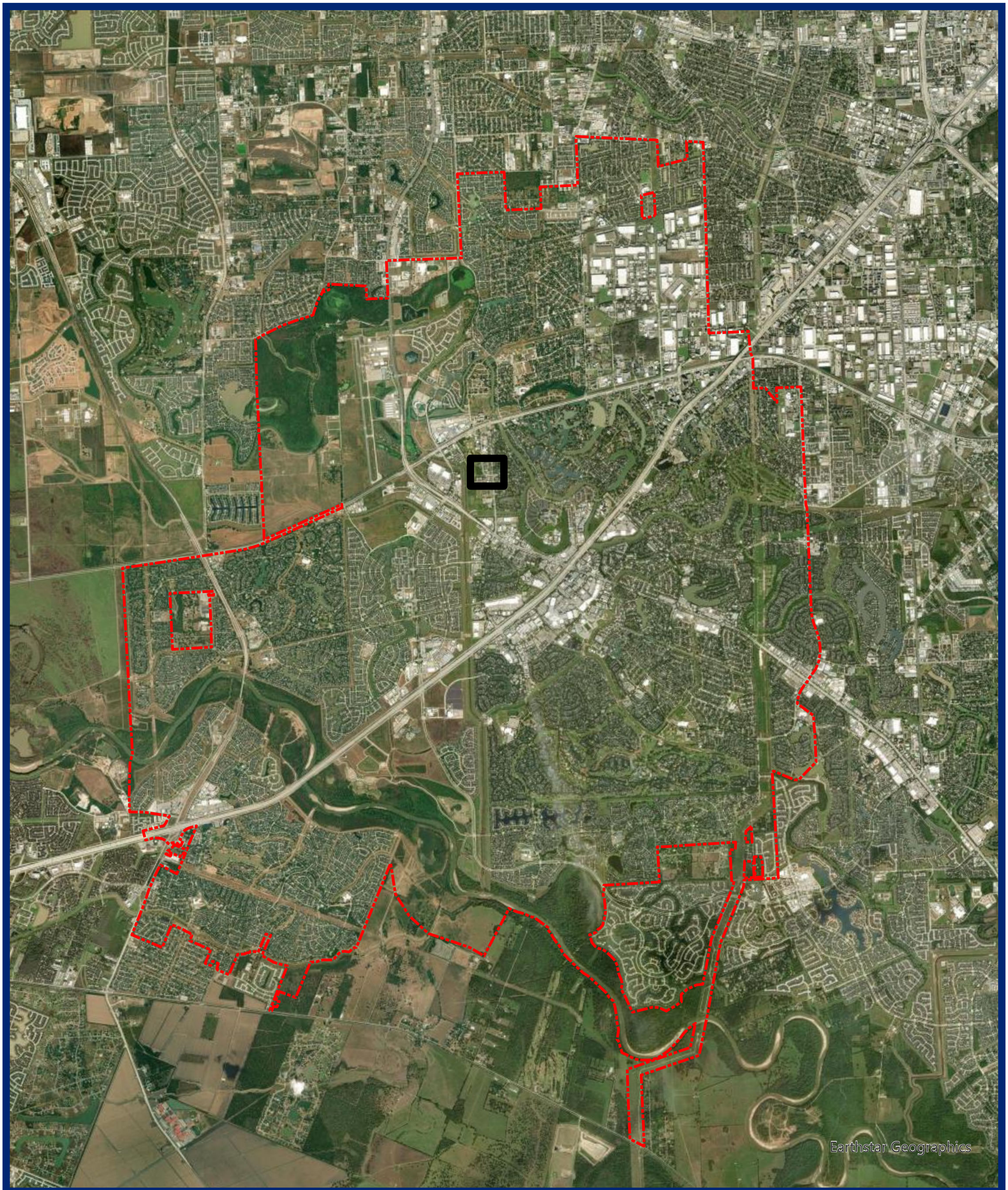
I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND	**CONTRACTOR**:
By:	**By:**
Date:	**Date:** 6/12/25
Title:	**Title:** Chief Risk Officer
	Company: Eskola, LLC

MATTER NUMBER: 6923M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address:	Eskola, LLC d/b/a JR Jones 5511 Mitchelldale Street Houston, TX 77092
Description of Services:	CMU2503 Roof Rehabilitation – Roof Coating for Fire Station #1
Maximum Contract Amount:	$115,496.00
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



CMU2503 Public Safety Facilities Rehabilitation Fire Station #1 Roof

LEGEND

Project Area

JUNE 2025

0 1,2502,500 5,000 7,500 10,000 Feet

City Council Agenda Request
July 15, 2025

Agenda Request No: VI.D.

Agenda of: City Council Meeting

Initiated by: Paola DeLaTorre, Project Manager II

Presented by: Paola DeLaTorre, Project Manager II

Responsible Department: Engineering

Agenda Caption:
CONTRACT WITH ESKOLA LLC, DBA JR JONES ROOFING
Consideration of and action on authorization of a Contract with Eskola LLC, DBA JR Jones Roofing, in the amount of $314,174.00 through the Choice Partners Cooperative Purchasing Contract No. 24/002TC-07, for Fire Station No. 4 re-roofing and associated services for the Public Safety Facilities Rehabilitation Project, CIP CMU2503.

Recommended Action:
Authorize the execution of a contract with Eskola LLC, DBA J.R. Jones Roofing, for the re-roofing of Fire Station #4 as part of the Public Safety Facilities Rehabilitation Project, CIP CMU2503 in the amount of $314,174.00 through the Choice Partners Cooperative Purchasing Contract No. 24/002TC-07.

Executive Summary:
The Facilities Master Plan identified rehabilitation and repairs to Public Safety facilities due to aging infrastructure and evolving service level requirements and program changes. Several modifications have been identified across various Public Safety buildings, including repairs to mechanical, electrical, plumbing and security systems, natural disaster preparedness, and building modifications due to recent changes in service levels and programs.

The City previously contracted Terracon Consultants, Inc. to provide a comprehensive roofing assembly assessment and construction bid documents for Fire Station #4. The firm's experience includes architecture, engineering, and construction to protect buildings from air and moisture damage.

The current roof system at Fire Station #4 has aged significantly and shows indications of metal fatigue, corrosion and rust, coating breakdown and joint failures that are no longer maintaining full water tightness. As a result, this roof is due for a full roof replacement.

The scope of work for Fire Station #4 re-roofing includes the following:

- Removal and replacement of plywood decking
- Installation of new standing seam metal panels and trim.
- Removal of existing soffit and fascia metal and replace with new soffit and facial metal.
- Furnish and install ice and water shield on top of existing deck.
- Remove and dispose of existing deteriorated masonry soft joints around the entire building.
- Install new backer rod and joint sealant.

The City has selected Eskola, LLC DBA J.R. Jones Roofing to perform the Fire Station #4 roofing work. J.R. Jones Roofing is a well-regarded contractor with over 15 years of experience serving the Houston area. This selection was facilitated through the pre-approved Choice Partners cooperative contract agreement #27/002TC-07.

Choice Partners is a national purchasing cooperative that offers compliant procurement and contract solutions specifically designed to meet the needs of governmental entities. By conducting the legally required, competitive bidding process in advance, Choice Partners enables municipalities to quickly and compliantly purchase the goods and services needed by eliminating the delays.

The proposed contract amount for the re-roofing rehabilitation of Fire Station #4 is $314,174.00 (includes material and labor).

Upon the City Council's approval, the Notice to Proceed will be issued and construction is expected to last 90 days.

The Engineering and Facilities Departments recommend that the City Council approve a construction contract with Eskola LLC, dba J.R. Jones Roofing, for the re-roofing of Fire Station #4 as part of the Public Safety Facilities Rehabilitation Project, CIP CMU2503, in the amount of $314,174.00 through the Choice Partners Cooperative Purchasing Contract No. 24/002TC-07

Budget

Expenditure Required: $314,174.00

Current Budget: 953,286.54

Additional Funding: N/A

Funding Source: GO Bond 2024

Account Number (ORG-OBJ-Project): 5023199-541000

Attachments

1. JR Jones Contract - Fire Station #4 - Signed first page
2. JR Jones Fire Station 4 Proposal

3. TX House Bill 89 - Signed
4. Form 1295
5. TX Senate Bill 13 - Signed
6. TX Senate Bill 19 -Signed
7. JR Jones Roofing - Choice Partners Cooperative
8. Fire Station 4 Map

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
$100K to $999,999.99
(Rev. 6-3-25)

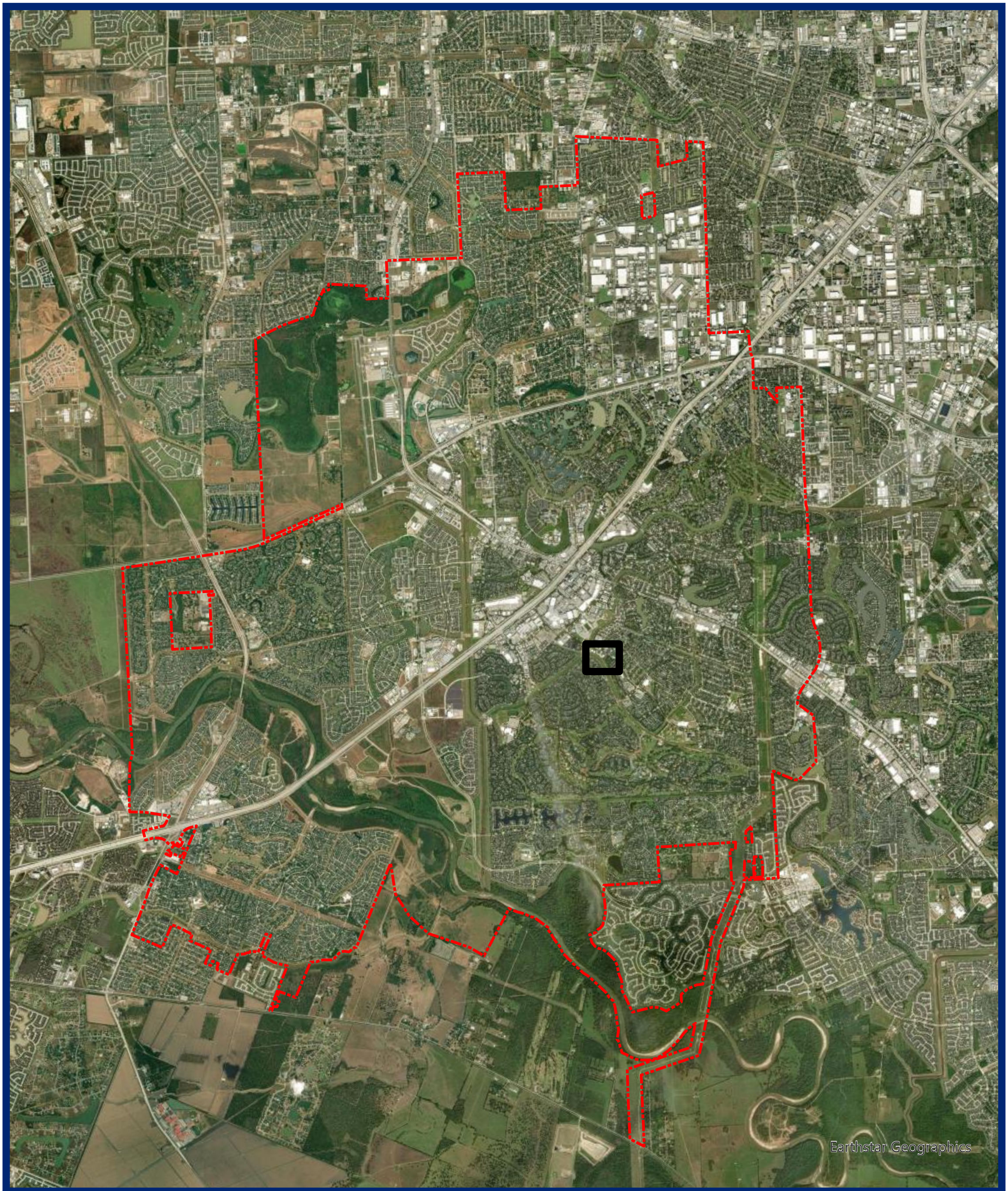
I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND	**CONTRACTOR**:
By:	**By:**
Date:	**Date:** 6/12/25
Title:	**Title:** Chief Risk Officer
	Company: Eskola, LLC

MATTER NUMBER: 6923M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address:	Eskola, LLC d/b/a JR Jones 5511 Mitchelldale Street Houston, TX 77092
Description of Services:	CMU2503 Roof Rehabilitation – Reroof of Fire Station #4
Maximum Contract Amount:	$314,174.00
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



CITY OF SUGAR LAND
TEXAS

CMU2503 Public Safety Facilities Rehabilitation Fire Station #4 Roof

LEGEND

Project Area

N

JUNE 2025

0 1,2502,500 5,000 7,500 10,000
Feet

City Council Agenda Request
July 15, 2025

Agenda Request No: VI.E.

Agenda of: City Council Meeting

Initiated by: Timothy Jahn, Senior Engineering Manager

Presented by: Timothy Jahn, Senior Engineering Manager

Responsible Department: Engineering

Agenda Caption:
CONTRACT WITH JSS CONSTRUCTION LLC
Consideration of and action on authorization of a Contract with JSS Construction LLC, in the amount of $632,641.00, for construction services for the Tract 2 Wastewater Improvements Project, CIP CWW2309.

Recommended Action:
Consideration and action to authorize the execution of a construction contract with JSS Construction, LLC in the amount of $632,641.00 for CIP CWW2309 Tract 2 Wastewater Improvements.

Executive Summary:
The City is coordinating with the Tract 2 developer to make improvements for a future residential and commercial development site. Tract 2 is located west of the Sugar Land Airport and north of Hwy 90A. Once fully built out, the site is expected to serve over 500 homes and provide over 50 acres of commercial development. The City and the Tract 2 developer have an agreement that will address internal wastewater collection and conveyance. The City will be responsible for off-site wastewater conveyance from Tract 2 to the City's West Wastewater Treatment Plant (WWTP) in New Territory.

To serve Tract 2 with wastewater services, a 12-inch off-site force main will be required to be constructed from the southern edge of Tract 2 to the City's collection system, which conveys wastewater to the West WWTP.

The CIP Project CWW2309 also includes funds for rehabilitation of the West WWTP to accept the additional flow from Tract 2, but this item will be addressed under a separate, future agenda item.

Concerning the 12-in force main, the design was completed in April 2025 and an invitation for Bid (ITB) for construction was advertised on May 14 and May 21, 2025. Bids were opened on

June 12, 2025. Six (6) bids were received, and the following is a bid summary of the six qualified bids:

Contractor	**Original Bid**	**Corrected Bid**
JSS Construction	$630,641.00	$632,641.00
ISJ Underground Utilties	$750,117.70-	
Faith Utilities	$777,981.50	$776,525.00
Bull G Construction	$858,531.00-	
Blazey Construction Services	$867,080.04-	
Underground Construction Solutions	$911,564.00-	
Engineer's Estimate		$1,182,930.00

The responsible low bidder is JSS Construction, LLC, with a total base bid of $632,641.00. There was a mathematical error on the JSS Construction and Faith Utilities bid tabs, but these errors have been corrected and did not change the order of the bids. The Engineer's estimate of probable construction cost is $1,182,930. The consultant, along with City Engineering staff, recommends awarding the contract to the responsible low bidder, JSS Construction, LLC.

The major construction scope of work for the 12-in force main for CIP CWW2309 Tract 2 Wastewater Improvements is summarized as follows:

- installation of 2,800 ft of 12-inch force main by open cut;
- installation of 800 ft of 12-inch force main with 24-in steel casing by trenchless methods;
- remove and replace various concrete curb & gutter;
- remove and replace various concrete driveways;
- manhole connection;
- mobilization, de-watering, and site restoration

There is currently $13,092,793.00 available in CIP CWW2309 for construction funding for both future rehabilitation of the West WWTP and construction of the force main. Remaining funds will be used for the force main construction phase services ($50K), 5% contingency ($32K), and rehabilitation work on the West WWTP ($12.4M). Notice to Proceed (NTP) is expected in July 2025, with contract time to substantial completion of 270 calendar days (April 2026).

The Engineering and Utilities Departments recommend that the City Council authorize the execution of a construction contract with JSS Construction, LLC for the Tract 2 Wastewater Improvements (12-in force main), CIP CWW2309, in the amount of $632,641.00.

Budget

Expenditure Required: $632,641.00

Current Budget: $13,092,793.00

Additional Funding: N/A

Funding Source: Utility Connection Fees

Account Number (ORG-OBJ-Project): 6039210-621020-CWW2309

Attachments

1. sugar land contract - signed
2. Tract 2 Force Main_Recommendation of Award_Signed
3. SB-19 signed
4. SB-13 signed
5. HB-89 signed
6. Form 1295
7. Forcemain Location Map - 1

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

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

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

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

CITY OF SUGAR LAND	**CONTRACTOR:**
By:	**By:**
Name:	**Name:** Amy Woods
Title:	**Title:** Manager
Date:	**Date:** 6/20/2025

II. Summary of Contract Terms.

Project: **Tract 2 Offsite Forcemain CIP CWW2309**

Contractor: **JSS Construction, LLC**

Name of Engineering Firm, if any: **Garver, LLC**

Name of Owner's Project Manager: **Timothy Jahn, P.E.**

Base Bid: **$632,641.00**

Alternate Bid Item Nos.: **N/A**

Total Alternate Bid Items Amount: **$0.00**

Contract Price (Base Bid + Alternates): **$632,641.00**, as may be adjusted by Change Orders

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

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within **270** Calendar Days from the date specified in the Notice to Proceed, as the time may be adjusted by Change Order

GARVER
12141 Wickchester Lane
Suite 200
Houston, TX 77079

TEL 713.491.8333
FAX 713.395.5486

www.GarverUSA.com

June 19, 2025

Mr. Timothy Jahn, P.E.
City of Sugar Land
2700 Town Center Blvd N
Sugar Land, TX 77479

Re: City of Sugar Land – Tract II Force Main Project
Proposed 12" Force Main
Tabulation and Evaluation of Bids

Dear Mr. Jahn:

Garver, LLC has evaluated the six (6) bids that were received on June 12, 2025 for the above referenced project. The project includes approximately 3,600 linear feet of 12-inch sanitary sewer force main using open cut and trenchless construction methods through City easements and right-of-way..

The six (6) bids received are summarized in Table 1:

No.	Bidder	Original Bid Price	Corrected Bid Price
1	JSS Construction, LLC	$630,441.00	$632,441.00
2	ISJ Underground Utilities, LLC	$750,117.70	-
3	Faith Utilities, LLC	$777,918.50	$776,525.00
4	Bull G Construction, LLC	$858,531.00	-
5	Blazey Construction Services, LLC	$867,080.04	-
6	Underground Construction Solutions	$911,564.00	-
Engineer's Estimate			**$1,182,930.00**

We have reviewed the submitted bid documents and found two bid form calculation issues. JSS Construction, LLC and Faith Utilities, LLC had incorrect summed totals. The corrected bid prices for the two submitters are corrected in the table above.

The low bid is 46.5% below the Engineer's Estimate and the average of the three low bidders is 39.2% below the Engineer's Estimate. The three low bidders are relatively close and indicate competitive bids were received.

Based on our analysis, the main differences between the Engineer's Estimate and the low bid were:

- The open cut construction for the 12-inch force main costs proposed by the low bidder are $236,895.00 and the Engineer's Estimate was $418,050.00. This is a difference of $181,155.00.
- The trenchless construction with steel encasement for the 12-inch force main costs proposed by the low bidder are $197,250.00 and the Engineer's Estimate was $315,600.00. This is a difference of $118,350.00.

- The temporary traffic control costs proposed by the low bidder is $2,000.00 and the Engineer's Estimate was $64,000.00. This is a difference of $62,000.00.
- The mobilization costs proposed by the low bidder is $15,000.00 and the Engineer's Estimate was $108,000.00. This is a difference of $93,000.00.

Based on our evaluation of the bids received, the bid proposal submitted by JSS Construction, LLC meets the advertisement requirements. The base bid amount was also determined to be competitive to the other submitted bids. Garver recommends the City award the Tract II Force Main Project to JSS Construction, LLC based upon the corrected, low bid submitted in the amount of $632,441.00.

Sincerely,

Wade Parks

GARVER
Wade Parks, P.E.
Senior Project Manager

City Council Agenda Request
July 15, 2025

Agenda Request No: VI.F.

Agenda of: City Council Meeting

Initiated by: Lauren Lathon, Facilities Services Project Manager

Presented by: Lauren Lathon, Facilities Services Project Manager

Responsible Department: Public Works

Agenda Caption:
CONTRACT WITH BASS CONSTRUCTION CO., INC.
Consideration of and action on a Contract with Bass Construction Co., Inc., in the amount of $570,000.00, for Public Safety facilities bay door improvements for the Public Safety & Public Services Building Rehabilitation Project, CIP CMU2202, utilizing 2019 General Obligation Funds.

Recommended Action:
The Public Works Department, Fire Department, and Police Department recommend the approval of a construction contract with Bass Construction Co., Inc., in the amount of $570,000.00, for Public Safety facilities bay door improvements for the Public Safety & Public Services Building Rehabilitation Project, CIP CMU2202, utilizing 2019 General Obligation Funds.

Executive Summary:
The City's Facilities division has identified a need to improve the functionality of the bay doors across public safety facilities. Multiple fire stations and the police department have recurrent issues with components that operate the doors. This presents an opportunity to replace the high-failure components while also adding additional safety features to modernize the systems. The improvements aim to increase the functionality and reliability of the bay doors at each location. City staff have identified the following locations for improvements:

Identified Locations
Fire Station 1
Fire Station 3
Fire Station 4
Fire Station 5
Fire Station 6

Fire Station 7
Police Department

The bay door improvements consist of installing light curtain systems, electric edge pressure sensors, LED lights, and a connection board to link the doors with apparatus bay heaters. Work will also include replacing existing springs with upgraded springs, 2-inch rollers with 3-inch rollers, and 2-inch tracks with 3-inch tracks.

Bids for the contract were advertised on May 31, 2025, and May 28, 2025; one bid was received and it was opened on June 12, 2025 . Bass Construction Co., Inc. submitted the only bid, in the amount of $570,000.00, and was selected.

The allocated budget covers all construction-related expenses, including materials, labor, equipment, bonding, and cleanup. The total construction cost is $570,000.00. A breakdown is provided in the table below. The construction contract will be utilizing 2019 General Obligation Funds.

Line Item	Description	Unit of Measure
1	INSURANCES & BONDS	LS
2	CONTRACTOR MOBILIZATION & SWPP	LS
3	EXISTING CONDITIONS DEMOLITION	LS
4	ROUGH CARPENTRY	LS
5	INSULATION, FLASHINGS, & AIR BARRIER	LS
6	DOORS, FRAMES & HARDWARE	LS
7	COLD-FORMED METAL FRAMING, SHEATHING, DRYWALL, & ALL APPURTENANCES	LS
8	EQUIPMENT & ACCESSORIES	LS
9	HEATING, VENTILATION & AIR CONDITIONING	LS
10	ELECTRICAL LIGHTING & CONTROLS	LS

A notice to proceed will be issued following the contract award. The construction is anticipated to take approximately 150 days. Staff will provide notifications regarding work activities through internal communications platforms, signage, and scheduled updates.

The Public Works Department, Fire Department, and Police Department recommend the approval of a construction contract with Bass Construction Co., Inc., in the amount of $570,000.00, for Public Safety facilities bay door improvements for the Public Safety & Public Services Building Rehabilitation Project, CIP CMU2202, utilizing 2019 General Obligation Funds.

Budget

Expenditure Required: $570,000.00

Current Budget: $570,000.00

Additional Funding: $0.00

Funding Source: 2019 GO Bond

Account Number (ORG-OBJ-Project): CMU2202

Attachments

1. Documents Executed by BASS - CoSL Public Safety Facility Bay Doors
2. Contract Documents - City of Sugar Land Public Safety Facility Bay Doors, CIP No. 2025-012 Project

City Council Agenda Request
July 15, 2025

Agenda Request No: VI.G.

Agenda of: City Council Meeting

Initiated by: JORGE CORDOVA, Parks Maintenance Manager

Presented by: William Hajdik, Assistant Director of Parks & Recreation

Responsible Department: Parks

Agenda Caption:
CONTRACT WITH PURESERVICE CORPORATION
Consideration of and action on a Contract with PureService Corporation, in the amount of $130,675.00, for janitorial services for City park facilities. This contract will automatically renew for four (4) additional one-year terms for a total contract amount of $653,375.00.

Recommended Action:
Approve contract with Pure Service Corporation in the amount of $130,675.00 for janitorial services for City park facilities. This contract will automatically renew for four (4) additional one-year terms for a total contract amount of $653,375.00.

Executive Summary:
This contract provides for ongoing, routine janitorial cleaning services for park restrooms, facilities, and community centers. The primary goal is to ensure that all restrooms and public-use areas remain clean, sanitary, and well-maintained to support a positive experience for all park visitors. Cleanliness is a top priority throughout our park system.

The contract includes detailed specifications outlining cleaning procedures and a rigorous service schedule. Daily cleaning services at all community centers include, but are not limited to: cleaning of sinks and toilets, dusting, sweeping, mopping, trash disposal, and restroom cleaning and disinfecting. Additional services include monthly buffing of tile floors and quarterly floor waxing. The contract also provides an hourly rate for emergency, on-call service response.

The contract term is for one year, beginning July 20, 2025, through July 19, 2026, with four additional one-year automatic renewal terms. Prices are firm for the initial one-year period. Any price adjustments during renewal periods will be based on the annual percentage change in the Houston Consumer Price Index (CPI), with a maximum allowable adjustment of ±2.5% per year, determined at each annual renewal date.

The contract was advertised for bid on April 30, 2025. Three bids were received as follows and

were opened on May 22, 2025:
Three bids were received:

1. Caring Commercial Cleaning – $128,313.00 per year
2. Pure Service Corporation – $130,675.00 per year
3. Soji Services – $491,732.50 per year

While Caring Commercial Cleaning submitted the lowest bid, we were only able to reach one of their references. Although that reference gave a generally positive review, they did not disclose the value of the contract, making it difficult to assess the vendor's capabilities. Additional references did not respond, which limited our ability to validate their qualifications and performance history.

In contrast, all three references provided by Pure Service Corporation were successfully contacted and gave very favorable reviews. The company has demonstrated extensive experience with contracts of similar size and scope and has met all contract requirements to date. Additionally, Pure Service's bid of $130,675 is below the FY25 budgeted amount of $135,000.

Based on these findings, staff recommends that the City Council approve a Contract with PureService Corporation, in the amount of $130,675.00, for janitorial services for City park facilities. This contract will automatically renew for four (4) additional one-year terms for a total contract amount of $653,375.00.

Budget

Expenditure Required: $130,675/year x 5 years
$653,375.00 Five-year total

Current Budget: $135,728.19 Yearly Budget

Additional Funding: N/A

Funding Source: Budget

Account Number (ORG-OBJ-Project): 1014110-571073

Attachments
1. Form 1295 Certificate 101383723
2. Signed Contract Coversheet
3. HB89
4. SB 13
5. SB19
6. Pure Service Proposal

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
$100K to $999,999.99
(Rev. 6-10-25)

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

CITY OF SUGAR LAND	**CONTRACTOR**:
By:	**By:** Pam Farnsworth *Pam Farnsworth*
Date:	**Date:** 10 July 2025
Title:	**Title:** Vice President
	Company: PureService Corporation

MATTER NUMBER: 6921M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address:	PureService Corporation 235 Timberline Lane Southlake, TX 76092
Description of Services:	Custodial Services for Park Facilities
Maximum Contract Amount:	$653,375.00 ($130,675.00/year x 5 years)
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	Twelve months from the Effective Date.
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:

I. Signatures

City Council Agenda Request

July 15, 2025

Agenda Request No: VI.H.

Agenda of: City Council Meeting

Initiated by: Sharee Davis, Civic Arts Manager

Presented by: Nicole Guevara, Assistant Director of Neighborhood Services

Responsible Department: Public Works

Agenda Caption:

CONTRACT WITH COZO INDUSTRIES LLC

Consideration of and action on a Three-Year Artwork Lease Agreement with COZO Industries LLC, in the annual amount of $40,000.00, for three (3) HYBYCOZO sculptures at Smart Financial Centre; and $40,000.00 for installation, and deinstallation services. This contract has a total contract amount of $160,000.00.

Recommended Action:

Authorize the execution of a contract with the internationally acclaimed artist collective Cozo Industries LLC for the three-year lease of three large-scale, illuminated sculptures, transforming the Smart Financial Centre Plaza into a vibrant public art destination, in the amount of $160,000.

Executive Summary:

The City of Sugar Land Civic Arts Division proposes leasing three illuminated sculptures from the internationally renowned artist collective COZO Industries LLC for a HYBYCOZO art installation in the Smart Financial Centre Plaza. This high impact public art project directly supports several of the City's strategic priorities by stimulating cultural and economic activity, activating a pedestrian corridor, and elevating Sugar Land's reputation as a forward-thinking and visually compelling destination.

This initiative aligns with the City's goal of **Stimulating Economic Growth** by driving foot traffic and visitor engagement in one of Sugar Land's most prominent commercial and entertainment zones. Enhancing the arrival experience at the Smart Financial Center with world class illuminated art transforms the space into a magnet for regional tourism and creative placemaking, encouraging longer visits to the Plaza, social sharing, and repeat visits to nearby restaurants and local businesses.

The project also supports the City's focus on **Enhancing the Suburban Community** by beautifying a highly visible, underutilized Plaza into an inviting and culturally rich gathering space for residents and visitors of all ages. The illuminated sculptures will provide a sense of wonder and delight, enriching the suburban environment while reinforcing Sugar Land's family-oriented identity and commitment to high-quality experiences.

By showcasing internationally celebrated public artwork, Sugar Land is also **Boosting Community Reputation** as a city that values innovation, creativity, and global caliber experiences. With HYBYCOZO's installations found in major cities across the world, including Dubai, Istanbul, and San Francisco, Sugar Land joins an elite network of cities investing in bold, contemporary public art that enhances cultural capital and civic pride.

Finally, this project supports the City's commitment to **Fostering Sensitive Redevelopment** by reimagining an existing, under activated public plaza. Currently, used only minimally, this area will be improved with permanent infrastructure upgrades such as additional electrical service running from the Plaza restroom and three new concrete pads installed by Public Works. These improvements lay the foundation for future activations and reflect a forward-thinking approach to creating flexible, high-impact civic spaces.

The three-year lease includes artwork rental of the Papel Picado (2) and Trillian pieces, installation coordination, and deinstallation services, with a total investment of $160,000 to be paid out over the three-year lease term with a final $20,000 payment to occur upon deinstallation. The Civic Arts Division recommends approval of this contract with COZO Industries LLC for a HYBYCOZO art installation as a strategic step toward advancing Sugar Land's public art, economic, and community development goals.

Budget

Expenditure Required: $160,000.00

Current Budget: $160,000.00

Additional Funding: 0

Funding Source: 4B

Account Number (ORG-OBJ-Project):
217-99-00-1179-0000-601010-

Attachments
1. Form 1295 Certificate 101368119
2. Artwork Lease Agreement

ARTWORK LEASE AGREEMENT

This Agreement is made and entered into by and between the City of Sugar Land ("City"), a Texas municipal corporation, and COZO Industries LLC ("Artist/Owner"), providing for the lease, installation and public display of artwork. The foregoing parties are herein collectively referred to as "Parties" and individually referred to as a "Party." For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. **Definitions.** In this agreement:

Artist/Owner means COZO Industries LLC, doing business as Hybycozo, which will lease the Work to the City.

City means the City of Sugar Land, a Texas municipal corporation, the entity leasing the Work from the Artist/Owner.

Site means the Plaza Area of Smart Financial Centre, 18111 Lexington Boulevard, Sugar Land, TX 77479.

Work means the three sculptures created by Artist/Owner, including two Papel Picado, each measuring eight (8) feet tall, and one Trillian, measuring ten (10) feet tall, as described in the proposal provided by Artist/Owner, attached to this Agreement as Exhibit A-1 (hereinafter, the "Proposal").

2. **Effective Date.** This Agreement will be effective as of the latest of the dates signed by the Parties ("Effective Date").

3. **Term of Lease.** This Agreement will remain in effect for a period of three (3) years from the date the Work is fully installed at the Site, unless earlier terminated in accordance with the provisions of this Agreement ("Term"). Upon expiration of the Term, the Parties may mutually agree in writing to extend the Agreement for an additional period under the same or modified terms.

4. **Artist/Owner's Obligations.**

(a) Artist/Owner agrees to lease the Work to the City to be publicly displayed at the Site for the Term.

(b) Artist/Owner will transport and install the Work at the Site in conformity with the Proposal and under the terms and conditions of this Agreement. Artist/Owner will install the Work at the Site at the specific location(s) designated by the City and ensure that all lighting components are functional upon installation.

(c) The Artist/Owner will cooperate with City personnel to coordinate Site access, utility connections, and other installation logistics. Artist/Owner will provide the City with advance notice of any installation activities and obtain prior approval for any changes to the agreed design or placement.

(d) Artist/Owner will ensure that the Work complies with all applicable federal, state, and local laws, including building codes, electrical codes, and safety regulations.

(e) Artist/Owner will provide the City with written instructions for the routine maintenance and preservation of the Work, including any electric specifications for lighting components and product information of any material or finish used. The Work must be durable, taking into consideration that the Site is a public space that may be exposed to elements such as weather, temperature variation, and movement of people and equipment. Artist/Owner must ensure that all maintenance requirements will be reasonable in terms of time and expense.

(f) Artist/Owner is responsible for removing the Work with thirty (30) days of the expiration or termination of this Agreement in accordance with Section 9 of this Agreement.

(g) Artist/Owner grants to City a limited, non-exclusive and non-transferable license to distribute, and authorize the making, display and distribution of, photographs and other two-dimensional reproductions of the Artwork. The City may use such reproductions for any City-related purpose, including but not limited to, social media, advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, and multimedia publicity ("Promotional Use") provided that all such Promotional Use includes a credit and copyright notice substantially as follows: "Sculptures by HYBYCOZO." For clarity, Promotional Use excludes consumer merchandise and any materials or items offered for sale.

5. City's Obligations.

(a) The City will ensure that the Site is prepared and suitable for the installation of the Work. The City will provide reasonable assistance to Artist/Owner in coordinating with relevant municipal departments and will provide someone who will be responsible for securing permits on behalf of the Artist/Owner.

(b) The City will promptly notify the Artist/Owner in the event of damage, theft, malfunction, or deterioration of the Work.

(c) The City will provide credit to the Artist/Owner and a copyright notice substantially in the following form: Copyright © [Artist/Owner Name] [date of publication] placed near the Work.

6. Compensation.

(a) The City will pay the Artist/Owner a total of One Hundred Sixty Thousand and No/100 Dollars ($160,000.00) for the delivery, installation, lease, deinstallation, and removal of the Work, subject to the terms and conditions of this Agreement.

(b) The City shall pay the Artist/Owner Twenty Thousand and No/100 Dollars ($20,000.00) for delivery and installation of the Work upon the Effective Date of this Agreement, but only after the City has received and approved the following:
   (1) Detailed list of materials anticipated to be used in the Work, specified in Subsection 4(e) above; and
   (2) Proof of the insurance required in Exhibit B-1 hereunder.

The first annual rental fee of Forty Thousand and No/100 Dollars ($40,000.00) shall be paid upon the City's written acceptance of the Work following installation. The second and third annual rental fees of Forty Thousand and No/100 Dollars ($40,000.00) each shall be paid on the anniversary of the City's written acceptance of the Work.

The City shall pay the final payment of Twenty Thousand and No/100 Dollars ($20,000.00) for deinstallation and transportation of the Work only after (1) the Artist/Owner has fully deinstalled and removed the Work from the Site and, (2) the City has conducted a final inspection and confirmed that the Work has been fully removed.

(c) This amount, as specified in Subsection 5(a) above, is intended to cover all of Artist/Owner's costs associated with leasing the Work and any and all other costs associated with this Agreement, including the license granted to the City hereunder.

(d) The City's payments to Artist/Owner, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to Artist/Owner for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

7. Installation.

(a) Artist/Owner shall install the Work at the Site in accordance with the schedule provided for herein.

(b) Artist/Owner will install the Work at the Site between September 15, 2025 and September 19, 2025. Subject to the City's right of termination as provided in this Agreement, the date for installation of the Work is extended by the time for which the Artist/Owner is unable to work because of illness or disability, or the time resulting from delays caused by events beyond the control of the Artist/Owner, including fire, theft, pandemics, and Acts of God.

(c) Artist/Owner will coordinate closely with the City to ascertain that the Site is prepared for installation of the Work. Artist/Owner must notify the City of any adverse conditions at the Site that would affect or impede the installation of the Work. Artist/Owner is responsible for timely installation of the Work. Artist/Owner may not install the Work until authorized to do so by the City. The City will provide written notice upon its acceptance of the Work.

(d) If the Artist/Owner does not install the Work itself, at least one representative of Artist/Owner shall personally supervise and approve the installation.

8. **Termination.**

(a) The City may terminate this Agreement during its term at any time for any reason by giving written notice to Artist/Owner not less than five (5) business days prior to the termination date, but the City will pay Artist/Owner for all services rendered in compliance with this Agreement to the date of termination.

(b) Termination of this Agreement will not terminate the license or any other rights herein granted to City, its successors, and assigns.

9. **Deinstallation/ Removal of Work.**

(a) At the expiration or earlier termination of this Agreement, the Artist/Owner will remove the Work from the Site within seven (7) days of notice of termination.

(b) The City will conduct a final inspection of the Site following removal. Artist/Owner is responsible for addressing any deficiencies identified by the City within seven (7) days of receiving written notice.

(c) If Artist/Owner fails to remove the Work within thirty (30) days of notice of termination, the City may remove and store the Work at the Artist/Owner's expense, and after thirty (30) days, may dispose of it in any manner it deems appropriate. The City will not be liable for any damage to or loss of the Work following termination of this Agreement.

10. Warranties of Title. Artist/Owner represents and warrants that:

(a) The Work is solely the result of the artistic effort of the Artist/Owner and Artist/Owner is the sole author, as that term is used in the United States Copyright laws, of the Work;

(b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;

(c) Artist/Owner has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;

(d) Artist/Owner has not and will not grant any licenses to the Work during the term of this Agreement, other than the exclusive license granted herein to the City, its successors, and assigns;

(e) Artist/Owner has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

(f) All services performed hereunder will be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence; and

(g) These representations and warranties will survive the expiration, termination, or other extinction of this Agreement.

11. Warranties of Quality and Condition.

(a) Artist/Owner warrants that the Work shall be free of any defects including, without limitation, defects caused by design error, defective, inferior, or inadequate materials, or production errors. Artist/Owner represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Work).

(b) Artist/Owner represents and warrants that the Work and the materials used are not currently known to be harmful to public health and safety.

(c) Artist/Owner represents and warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by Artist/Owner pursuant to Section 4(e).

(d) Acceptable Standard of Display. Artist/Owner represents and warrants that:

(1) General routine cleaning and repair of the Work will maintain the Work within an acceptable standard of public display.

(2) Foreseeable exposure to the elements and general wear and tear will cause the Work to experience only minor repairable damages and will not cause the Work to fall below an acceptable standard of public display.

(3) With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Work will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, fracturing, staining, chipping, tearing, abrading, and peeling.

(4) Manufacturer's Warranties. To the extent the Work incorporates products covered by a manufacturer's warranty, Artist/Owner shall provide copies of such warranties to the City.

12. **Maintenance.** The Artist/Owner will be responsible for repairing defects or failures due to materials or workmanship during the Term. The City will be responsible for routine maintenance, excluding damage caused by natural disasters or third parties.

13. Repair; Removal for Public Safety or Emergency Operational Needs

(a) The City will notify Artist/Owner in writing of any repairs that need to be made to the Work and will give the Artist/Owner the opportunity to effect said repairs in a reasonable amount of time, which shall be not less than seven (7) days. If Artist/Owner fails to make the required repairs in a reasonable time, as determined in the City's sole discretion, but in no event less than seven (7) days after notifying Artist/Owner of the need for such repairs, then the City may have the repairs made and Artist/Owner will reimburse the City for the City's reasonable costs and expenses.

(b) The City reserves the right to temporarily or permanently remove the Work, in its sole discretion, if the City determines that:

(1) The Work poses a risk to public health, safety, or welfare;
(2) The Work interferes with City emergency response activities;
(3) The Work has been damaged or deteriorated to the extent that it is no longer structurally sound or visually appropriate for public display; or
(4) The Artist/Owner has failed to repair the Work in accordance with this Agreement.

14. **Force Majeure.** The City shall grant to Artist/Owner, by written notice, a reasonable extension of time in the event that conditions beyond Artist/Owner's control render timely performance of Artist/Owner's services impossible or unduly burdensome. Artist/Owner must give written notice to the City that it cannot perform one or more obligations under this Agreement because of force majeure within ten days of the force majeure. All such performance obligations shall be suspended for the duration of the condition. All Parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions. For purposes of this provision, "force majeure" means lightning, earthquakes, hurricanes, storms, floods, or other natural occurrence; strikes, lockouts, riots, wars, or other civil disturbances; pandemics; or explosions, fires, or similar accidents not reasonably within the control of Artist/Owner, or its agents or contractors.

15. Insurance.

(a) Artist/Owner acknowledges that any injury to property or persons caused by the Artist/Owner's Work or acts of God affecting the Work are the sole responsibility of Artist/Owner, including, but not limited to, any loss occurring during the storage, transportation, delivery, or installation of the Work, regardless of where such loss occurs.

(b) Artist/Owner will procure and maintain insurance as shown in Exhibit B-1 for the Term of this Agreement.

16. Liability and Indemnity. ARTIST/OWNER HEREBY RELEASES THE CITY, AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR

SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, AND THE AFFILIATES OF AND PERSONS AND ENTITIES RELATED TO ALL OF THE FOREGOING, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS, DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH INVESTIGATING, PREPARING, PROSECUTING OR SETTLING ANY LEGAL OR ALTERNATIVE DISPUTE RESOLUTION ACTION OR PROCEEDING), EXPENSES, LIABILITIES, ASSESSMENTS, TAXES, FEES, LIENS, FINES, OBLIGATIONS, LOSSES, DAMAGES, JUDGMENTS, OR PENALTIES OF WHATEVER NATURE OR DESCRIPTION, WHETHER KNOWN OR UNKNOWN (COLLECTIVELY "LIABILITIES") INCURRED BY ANY CITY-RELATED PARTY, WHICH LIABILITIES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, ARISE FROM OR MAY IN THE FUTURE ARISE FROM, OR ARE ALLEGED TO HAVE ARISEN FROM (1) ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT, (2) THEFT, VANDALISM, DETERIORATION, DAMAGE, OR DESTRUCTION OF THE WORK, AND (3) ANY BODILY INJURY, ILLNESS, DEATH, OR DAMAGE TO REAL OR PERSONAL PROPERTY ARISING FROM OR RELATED TO THE INSTALLATION, DISPLAY, MAINTENANCE, REPAIR, DEINSTALLATION, OR REMOVAL OF THE WORK, OR ANY DEFECT IN THE WORK, OR ANY ACT OR OMMISSION BY THE ARTIST/OWNER OR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES. THE INDEMNITY AND RELEASE IN THIS SECTION WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF A CITY-RELATED PARTY. THIS SECTION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

17. Assignment and Transfer.

(a) Except as otherwise provided in this Agreement, no Party has the right to assign this Agreement without the prior written consent of the other Parties.

(b) The Work and services required of the Artist/Owner are sole and personal and will not be assigned, sublet or transferred. Any attempt by Artist/Owner to assign any rights, duties, or obligations arising under this Agreement will be void and of no effect unless prior written consent is given by the City.

(c) The City will have the right to assign or transfer the Agreement, and any and all of the City's rights and obligations under the Agreement, without Artist/Owner's consent, if ownership of the Site is transferred.

18. Death or Incapacity. If Artist/Owner becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist/Owner. However, nothing in this Section shall obligate the City to accept the Work, or to make further payment for the Work if the Work is not accepted by the City.

19. **Entire Contract.** This Agreement represents the entire agreement between the City and the Artist/Owner and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

20. **Independent Contractor.** Artist/Owner will perform the work under this Agreement as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control Artist/Owner, or Artist/Owner's officers or employees, in the means, methods, or details of the work to be performed by Artist/Owner. Artist/Owner acknowledges and agrees that it will not hold itself out as an authorized agent of the City with the power to bind the City in any manner. Artist/Owner will provide the City with its Tax Identification Number and any proof of such numbers as requested by the City.

21. **Nondiscrimination.** Artist/Owner will not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

22. **Dispute Resolution Procedures.** If any 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 City will pay one-half and Artist/Owner will pay one-half of the mediator's fees.

23. **Attorney's Fees.** Should any Party to this Agreement bring suit against another 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.

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

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

26. **Conflicting Provisions.** If there is a conflict between a provision in Artist/Owner's Additional Contract Documents and a provision in the remainder of this Agreement, the latter controls.

27. **Waivers.** A waiver of any breach of any of the provisions of this Agreement will not be construed as a continuing waiver of other breaches of the same or other provisions.

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

To Artist/Owner: COZO Industries, LLC

710 4th Ave #4
Venice, CA 90291
Email: yelena@cozo.co

To the City: Economic Development
City of Sugar Land
P. O. Box 110
Sugar Land, TX 77487-0110
Email: sdavis@sugarlandtx.gov

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

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

30. **Compliance with Laws.** Artist/Owner must comply with any federal, state, and local laws, rules and regulations applicable to the Work and its services under this Agreement.

31. **Additional Contract Documents**. The following documents attached to this Agreement are part of this Agreement:

Exhibit A. Artist/Owner's Additional Contract Documents:

A-1. Approved Design (1 page)

Exhibit B. City's Additional Contract Documents:

B-1. Insurance Requirements (3 pages)

[Signature Page to Follow]

CITY OF SUGAR LAND, TEXAS	**COZO INDUSTRIES, LLC**
By: ______________________________	By: ______________________________
Michael W. Goodrum	Name: Yelena Filipchuk
City Manager	Its: Principal Artist
Date: ____________________________	Date: 6/24/2025

ATTEST:

____
Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

EXHIBIT B-1

INSURANCE REQUIREMENTS
AGREEMENT FOR THE LEASE AND PUBLIC DISPLAY OF ARTWORK

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

With reference to the foregoing insurance requirements, Artist/Owner will specifically endorse applicable insurance policies as follows:

A. The City of Sugar Land shall be named as additional insureds 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. Artist/Owner 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). Coverage must be written on an occurrence form.

L. Contractual Liability must be maintained covering Artist/Owner's 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, Artist/Owner 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 Artist/Owner'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 — emailed to: purchasing@sugarlandtx.gov
Purchasing Office — Faxed to: 281 275-2741

P.O. Box 110

Insurance – General:

a. Artist/Owner shall procure and maintain for the duration of this Agreement, at Artist/Owner's expense, insurance in the kinds and amounts as provided in this Exhibit with insurance companies authorized to do business in Sugar Land, Texas. The required insurance shall cover Artist/Owner's employees, agents, contractors, or subcontractors. The City of Sugar Land ("City"), its officials, employees, agents, and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
b. The duration of the general liability insurance described in this Exhibit shall extend for two (2) years after the termination of this Agreement.
c. Artist/Owner and Artist/Owner's subcontractors' insurance coverage shall be the primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of Artist/Owner's' or Artist/Owner's subcontractors' insurance and shall not contribute with Artist/Owner's or Artist/Owner's subcontractors' insurance. The coverage shall state that Artist/Owner's or Artist/Owner's subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
d. Prior to undertaking any Work under this Agreement, Artist/Owner, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided pursuant to this Exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and Artist/Owner must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that Artist/Owner has obtained insurance in the type, amount, and classification as specified in this Exhibit and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after 30 days' prior written notice to the City. Each certificate shall indicate that the subcontractors are additional insureds or Artist/Owner shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
e. Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or Artist/Owner shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of $50,000.00.
f. Despite any changes to or cancellation of insurance, Artist/Owner remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
g. Failure of Artist/Owner to comply with any of the terms of this Exhibit shall be considered a material breach of this Agreement and cause for its immediate termination.
h. Should Artist/Owner not be able to secure acceptable insurance coverage, the City may place coverage at cost to Artist/Owner on behalf of Artist/Owner on a project basis.

Insurance Policies:

a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:

i. premises / operations liability
ii. products / completed operations
iii. personal / advertising injury
iv. contractual liability
v. broad-form property damage
vi. independent contractor's liability

Said policy must provide the following minimum coverage:

i. $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
ii. $1,000,000 annual aggregate.

b. Automobile liability insurance policy, including coverage for owned, non-owned, leased or hired vehicles, providing the following minimum coverage:

   i. bodily injury liability of $50,000 for each person,
   ii. $300,000 per occurrence,
   iii. property damage liability of $25,000 for each occurrence.

   Artist/Owner, its employees, agents, contractors or subcontractors shall keep in good standing a valid driver's license at all times, where appropriate, during the term of this Agreement.

c. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of Texas providing coverage for any and all employees of Artist/Owner. Artist/Owner shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be $100,000. If, however, Artist/Owner does not have any employees as defined by state statutes and regulations and does not wish to cover itself for Worker's Compensation, Artist/Owner shall indemnify and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, caused by the negligent act or omission of Artist/Owner, its officers, employees, agents, or subcontractors arising from or related to any activity that is undertaken pursuant to the Agreement.

City Council Agenda Request
July 15, 2025

Agenda Request No: VI.I.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Linda Mendenhall, City Clerk

Responsible Department:

Agenda Caption:
MINUTES
Consideration of and action on the minutes of the July 1, 2025 meeting

Recommended Action:
Consider the minutes of the July 1, 2025 meeting.

Executive Summary:
Consider the minutes of the July 1, 2025 meeting.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments
1. July 1, 2025 City Council Minutes

City of Sugar Land

City Council Minutes

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

Tuesday, July 1, 2025
City Council Meeting Minutes
City Council Chamber
5:30 PM

I. Attention

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

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

II. Call to Order

Quorum Present

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

III. Invocation

Councilmember Suzanne Whatley

IV. Pledges of Allegiance

Councilmember Suzanne Whatley

V. Recognition

A. Parks and Recreation Month
July 2025
Kimberly Terrell, Director of Parks & Recreation

VI. Public Comment

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

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

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

The following member of the public addressed the Council:

- Dottie Hall spoke on behalf of Congresswoman Lizzie Fletcher regarding agenda item VII-C.

VII. Consent Agenda

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

A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-29**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING THE SOUTHEAST TEXAS REGIONAL ADVISORY COUNCIL (SETRAC) FY25 EMS COUNTY ASSISTANCE FUNDS AKA COUNTY PASS-THROUGH FUNDS; DESIGNATING THE CITY MANAGER, OR DESIGNEE, AS AUTHORIZED OFFICIAL TO EXECUTE DOCUMENTS.
Mark Campise, Chief of Fire-EMS

B. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-31R**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE FISCAL YEAR (FY) 2026 SB 224 CATALYTIC CONVERTER GRANT PROGRAM ("GRANT") AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, DECLINE, MODIFY, OR CANCEL THE GRANT.
David White, Police Captain

C. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-36**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, RATIFYING THE APPLICATION AND ACCEPTANCE OF THE FISCAL YEAR 2024 COMMUNITY PROJECT FUNDING GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), THROUGH HUD'S OFFICE OF ECONOMIC DEVELOPMENT – CONGRESSIONAL GRANTS DIVISION (CGD); DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED OFFICIAL TO SIGN DOCUMENTS TO ACCEPT, RECEIPT, AND PROCESS HUD FUNDS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM THE GRANT.
Pedro Lara, Chief of Police

D. **CHANGE ORDER NO. 1 WITH FROST CONSTRUCTION COMPANY LLC**
Consideration of and action on authorization of Change Order No. 1 to the Contract with Frost Construction Company LLC, for a reduced scope of work and fee amount of $57,200.00 for the Police Headquarters Renovation Project, CIP CMU2403.

Timothy Jahn, Senior Engineering Manager

E. **CONTRACT WITH SHI GOVERNMENT SOLUTIONS, INC.**
Consideration of and action on authorization of a Three-Year Contract with SHI Government Solutions, Inc., in the annual amount of $399,045.60 through the Texas Department of Information Resources Cooperative Purchasing Contract No. DIR-CPO-5237, for a Microsoft Enterprise Agreement. This contract has a total contract amount of $1,197,136.80.
Robert Bowman, IT Manager

F. **AMENDMENT NO. 1 WITH KIMLEY HORN & ASSOCIATES, INC.**
Consideration of and action on authorization of Amendment No. 1 with Kimley Horn & Associates, Inc., in the amount of $85,000.00, for design services for the Owens Road - Mobility Project, CIP CST2003.
Greg Nichols, Senior Project Manager

G. **CONTRACT WITH TANCHES GLOBAL MANAGEMENT, INC.**
Consideration of and action on authorization of a Contract with TanChes Global Management, Inc., in the amount of $353,561.30 through the Texas Department of Information Resources Cooperative Purchasing Contract No. CPO-5792 and Omnia Partners Cooperative Purchasing Contract No. 01-143, for the Fiscal Year 2025 technology refresh of computer hardware and peripherals.
Steve Budny, Director of IT, Data, and Security

H. **CONTRACT WITH LENCO INDUSTRIES, INC., DBA LENCO ARMORED VEHICLES**
Consideration of and action on authorization of a Contract with Lenco Industries, Inc., DBA Lenco Armored Vehicles, in the amount of $386,353.00 through the Houston-Galveston Area Council Cooperative Purchasing Contract No. AM10-23 and General Services Administration Cooperative Purchasing Contract No. GS-07F-169DA, for the purchase of a BearCat G3 SWAT Vehicle, associated equipment, and shipping.
Joe Carter, Interim Police Captain - Special Operations

I. **CITY COUNCIL COMMITTEE APPOINTMENTS**
Consideration of and action on appointments of City Council Members to Mayor Pro Tem, Standing Committees, Task Forces, and Government Agencies:

- Mayor Pro Tem for a term ending May 31, 2026
    - Rick Miller
- Finance/Audit Committee for a term ending May 31, 2026
    - Carol McCutcheon
    - Stewart Jacobson
    - Rick Miller
- Intergovernmental Relations Committee for a term ending May 31, 2026
    - Carol McCutcheon
    - Suzanne Whatley

    - Jim Vonderhaary
- Compensation Committee for a term ending May 31, 2026
    - Suzanne Whatley
    - Rob Boettcher
    - Sanjay Singhal
- Boards and Commissions Appointment Task Force for a term ending May 31, 2026
    - Carol McCutcheon
    - Sanjay Singhal
    - Rob Boettcher
- Sugar Land Heritage Foundation for a term ending May 31, 2026
    - Jim Vonderhaar
- Houston-Galveston Area Council (H-GAC) General Assembly for a term ending May 31, 2026
    - Primary: Stewart Jacobson
    - Alternate: Rick Miller
- Houston-Galveston Area Council (H-GAC) Transportation Policy Council for a term ending May 31, 2026
    - Primary: Suzanne Whatley
    - Alternate: Jim Vonderhaar

Carol McCutcheon, Mayor

J. **SUGAR LAND 4B CORPORATION BOARD OF DIRECTORS APPOINTMENT**
Consideration of and action on appointment of Sanjay Singhal and Rob Boettcher for an unexpired term ending September 30, 2025, to the Sugar Land 4B Corporation Board of Directors.
Carol McCutcheon, Mayor

K. **TAX INCREMENT REINVESTMENT ZONE NUMBER THREE BOARD OF DIRECTORS APPOINTMENT**
Consideration of and action on appointment of Jim Vonderhaar, Position 1, and Sanjay Singhal, Position 4, for an unexpired term ending December 31, 2025, to the Tax Increment Reinvestment Zone Number Three Board of Directors.
Carol McCutcheon, Mayor

L. **TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR BOARD OF DIRECTORS APPOINTMENT**
Consideration of and action on appointment of Rick Miller, Position 4, for an unexpired term ending December 31, 2025, to the Tax Increment Reinvestment Zone Number Four Board of Directors.
Carol McCutcheon, Mayor

M. **MINUTES**
Consideration of and action on the minutes of the June 17, 2025 meeting

Linda Mendenhall, City Clerk

A motion to **Approve consent agenda Items A through M,** was made by Suzanne Whatley and seconded by Sanjay Singhal; the motion **Passed**.

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

VIII. Appointment

A. **ECONOMIC DEVELOPMENT COMMITTEE APPOINTMENT**
Consideration of and action on appointment of Carol McCutcheon, Mayor; Rob Boettcher, Sugar Land 4B Corporation Representative; and a Sugar Land Development Corporation Director to the City Council's Economic Development Committee, for a term ending May 31, 2026.
Carol McCutcheon, Mayor

The City Council nominated Mayor Carol McCutcheon, Councilmember Robert Boettcher, and Councilmember Suzanne Whatley to the City Council's Economic Development Committee.

A motion to **Approve three Council members to the Economic Development Committee,** was made by Jim Vonderhaar and seconded by Robert Boettcher, the motion **Passed.**

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

IX. Ordinances and Resolutions

A. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2365:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ABANDONING A PORTION OF THE SARTARTIA ROAD RIGHT-OF-WAY.
Jonathan Braun, Assistant City Engineer

Jonathan Braun, Assistant City Engineer, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the First Reading Ordinance No. 2365**, was made by Rick Miller and seconded by Sanjay Singhal, the motion **Passed**.

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

X. City Council and City Manager Reports

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

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

XI. Adjournment

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

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

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Linda Mendenhall, City Clerk

City Council Agenda Request
July 15, 2025

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:
ANIMAL ADVISORY BOARD APPOINTMENTS
Consideration of and action on the appointment of a Municipal Officer and Animal Shelter Employee for unexpired terms ending September 30, 2025 to the Animal Advisory Board.

Recommended Action:
Appoint a municipal officer and animal shelter employee to unexpired terms ending September 30, 2025.

Executive Summary:
The City of Sugar Land is required by state law to have an Animal Advisory Board.

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

The City Council adopted Ordinance No. 2101, which appoints eleven members to the Board. Membership must include the following:

- a licensed veterinarian,
- municipal official,
- animal shelter employee,
- animal rescue group representative,

- active animal shelter volunteer, and
- six residents of the City of Sugar Land

Due to organizational transitions and exits, the Animal Advisory Board is requesting the appointment of a municipal officer and animal shelter employee.

Staff request that the City Council appoint a municipal officer and animal shelter employee to the Animal Advisory Board for unexpired terms ending September 30, 2025.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments
None

City Council Agenda Request
July 15, 2025

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: ShaLae Steadman, Director of Budget

Presented by: ShaLae Steadman, Director of Budget

Responsible Department: Budget

Agenda Caption:
FILING THE FISCAL YEAR 2026 ANNUAL BUDGET AND FISCAL YEAR 2026-2030 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
Receive for filing the City Manager's proposed Fiscal Year 2026 Annual Budget and Fiscal Year 2026-2030 Five-Year Capital Improvement Program.

Recommended Action:
Receive for filing the City Manager's proposed Fiscal Year 2026 Budget and Five Year Capital Improvement Program.

Executive Summary:
The annual budget is the City of Sugar Land's primary policy and financial plan for the fiscal year beginning October 1, 2025, and ending September 30, 2026. In accordance with Section 6.03 of the City Charter, the City Manager must file a proposed budget no later than 60 days before the end of the fiscal year. State law further requires the budget to be filed and adopted by City Council and to include a multi-year capital improvement program (CIP) and a current-year capital budget.

The proposed Fiscal Year 2026 (FY26) Budget and 2026–2030 Five-Year CIP reflect the City Council's Financial Management Policy Statements (FMPS) and reaffirm Sugar Land's commitment to strategic, conservative, and resilient financial stewardship. It is structurally balanced, financially sustainable, and designed to maintain long-term operational stability. Sugar Land's FY26 budget focuses on investing in high-value priorities that enhance the quality of life for residents and ensure continued excellence in public service delivery. Key areas of investment include:

- **Public safety enhancements** to maintain our standing as one of the safest cities in the nation
- **Redevelopment efforts** aligned with community priorities and long-term sustainability
- **Data-based decision-making** and digital infrastructure improvements

- **Support for a championship workforce** through competitive compensation and benefits

In January, City Council adopted the Strategic Action Plan, identifying five "All-In Initiatives" that guide this year's budget priorities:

1. Stimulating Economic Growth
2. Enhancing the Suburban Community
3. Boosting Community Reputation
4. Fostering Redevelopment & Reinvestment
5. Encouraging Community Engagement

These cross-departmental initiatives reflect Sugar Land's proactive approach to shaping its future through bold leadership, community engagement, and measurable results.

This budget reflects the City's ongoing commitment to excellence, transparency, and service—positioning Sugar Land for continued success in FY26 and beyond.

The proposed budget and five-year CIP include a recommended increase to the nominal tax rate to support the completion of projects approved in the 2024 G.O. Bond Election. The current aggregate tax rate of $0.353210 is expected to increase by approximately $0.01 to a total of $0.363210. The final tax rate allocation will be determined after the City receives the Certified Tax Roll in late July and completes the required Truth-in-Taxation calculations. The budget also includes recommended utility rate increases to support the continued financial sustainability of the water, wastewater, and solid waste systems, along with updates to user fees.

<u>Next Steps</u>

This filing is an overview of the City Manager's proposed budget to the City Council. The proposed budget will be discussed in detail during a series of morning budget workshops through the month of August. A public hearing will be held on August 19, 2025, to receive feedback from residents on the proposed budget, along with a public hearing on the proposed tax rate to be held on September 2, 2025, prior to the adoption of the budget and tax rate on September 16, 2025.

The Proposed FY26 Annual Budget will be distributed to the City Council after the meeting. The 2026–2030 Five-Year CIP will be available exclusively as an interactive digital book on the City's website, along with the budget, for public access following the meeting.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments
None