



City of Sugar Land

City Council Agenda

Tuesday, October 21, 2025

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

AMENDED

**City Council Meeting
City Council Chamber
5:00 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. Closed Executive Session

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

Section 551.071 Consultation with Attorney:

For the purpose of receiving legal advice on pending or contemplated litigation or on Attorney-Client Privileged Information.

Meredith Riede, City Attorney

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

Section 551.074 - Public Officers:

For the purpose of deliberations regarding appointments to, and duties of, the Building Standards Commission, Planning and Zoning Commission, and Zoning Board of Adjustments.

Linda Mendenhall, City Clerk

IV. Invocation

Councilmember Rick Miller

V. Pledges of Allegiance

Councilmember Rick Miller

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.

VII. Consent Agenda

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

A. MINUTES

Consideration of and action on the minutes of the October 7, 2025 meeting.

Linda Mendenhall, City Clerk

B. CONTRACT WITH CEDROS PAVING SERVICE LLC

Consideration of and action on the authorization of a construction contract with Cedros Paving Service, LLC for the replacement of damaged sidewalks at various locations, in the amount of \$1,400,000.00 per year, renewable for two (2) additional years based on available budget, for a total contract amount of \$4,200,000.00, CIP CST2501- Sidewalk Program Rehabilitation and Replacement Project.

Ray Song, Engineering Manager

C. CONTRACT WITH US DIGITAL DESIGNS INC.

Consideration of and action on the authorization of the purchase and installation of the Phoenix G2 Fire Station Alerting System from US Digital Designs, Inc. by Honeywell. This procurement will be made through the Houston-Galveston Area Council (H-GAC) Contract No. EC07-23, in the amount of \$450,541.50.

Mark Campise, Chief of Fire-EMS

D. Consideration of and action on CITY OF SUGAR LAND RESOLUTION 25-43: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP), FY2025 POST FIRE (DR5552).

Danica Mueller, Water Operations Manager

E. TEXAS ARBOR DAY PROCLAMATION

Proclamation recognizing Texas Arbor Day in Sugar Land on November 7, 2025.

Henry Vavrecka, Right of Way Services Manager

F. AGREEMENT WITH UNION PACIFIC RAILROAD

Consideration of and action on the authorization of the Union Pacific Railroad (UPRR) Pipeline Crossing Agreement, granting the City the right to install, operate, and maintain an underground pipeline across UPRR property as part of the Water Distribution System Rehabilitation Project, CIP CWA2401, for a one-time license fee of \$5,000.00.

Paola DeLaTorre, Project Manager II

G. CONTRACT WITH ASSOCIATIONS OF FIRST COLONY, INC.

Consideration of and action on authorization of a contract with Associations of First Colony, Inc. in the amount of \$311,891.80, for Right-of-Way landscaping and maintenance.

Henry Vavrecka, Right of Way Services Manager

H. CONTRACT WITH FIRST COLONY COMMUNITY SERVICES ASSOCIATION, INC.

Consideration of and action on authorization of a contract with First Colony Community Services Association, Inc, DBA First Colony Community Association, Inc. in the amount of \$129,428.28, for Right-of-Way streetlight reimbursement.

Henry Vavrecka, Right of Way Services Manager

I. LICENSE AGREEMENT WITH WHENEVER WATERSPORTS, LLC

Consideration of and action on the authorization of a License Agreement by and between Whenever Watersports, LLC and the City of Sugar Land, Texas, for a kayak self-serve rental facility located within Sugar Land Memorial Park.

William Hajdik, Assistant Director of Parks & Recreation

J. CONTRACT WITH FUN ABOUNDS, INC

Consideration of and action on authorizing the execution of a construction contract with Fun Abounds, Inc., through Buy Board Contract 679-22, in the amount of \$123,250.00, for CPK2402 IPRC Cardio Room Build Out, with funding provided by the SL4B corporation.

Alence Poudel, Engineering Manager

K. MEMORANDUM OF UNDERSTANDING WITH FORT BEND INDEPENDENT SCHOOL DISTRICT

Consideration of and action on the memorandum of understanding between the City of Sugar Land and Fort Bend Independent School District regarding overlapping jurisdiction to coordinate law enforcement activities.

David White, Assistant Police Chief

L. Consideration of and action on CITY OF SUGAR LAND RESOLUTION NO. 25-46: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING A GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FOR FISCAL YEAR 2024 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM; AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO SIGN DOCUMENTS TO ADMINISTER AND IMPLEMENT THE GRANT.

Mark Campise, Chief of Fire-EMS

M. CONTRACT WITH EZEE FIBER

Consideration of and action on authorizing the execution of a contract with Ezee Fiber for network communications services to connect City assets to a fiber optic infrastructure, in the amount of \$2,490,000, inclusive of one-time construction and equipment costs of \$500,000.

Steve Budny, Director of IT, Data, and Security

N. MUSIC ADVISORY BOARD APPOINTMENTS

Consideration of and action on the appointment of Dominique McCormick and Sarah Kuo for expiring terms on September 30, 2026, to the Music Advisory Board.

Carol McCutcheon, Mayor

O. PARCS ADVISORY BOARD APPOINTMENTS

Consideration of and action on the appointment of HoJin Lim, Heather Guillen, Kelsey Johnson, Chris Delay, Kelsey Low, Andy Phan, Tracy Pipes, Joan Maresh-Hansen, and Sonny Johnston for terms expiring September 30, 2026; and appointment of HoJin Lim as Chair and Heather Guillen as Vice Chair, for terms expiring September 30, 2026, to the PARCS Advisory Board.

Carol McCutcheon, Mayor

P. INDEPENDENT ETHICS REVIEW BOARD APPOINTMENTS

Consideration of and action on the appointment of Doug Earle, Member, Steve Traile, Member, Laura Bowen, Alternate, and Marc Martinez, Alternate for terms expiring September 30, 2028; and appointment of Krista Stegemiller, Chair, and Andrew Wolf, Vice Chair, for terms expiring September 30, 2028, to the Independent Ethics Review Board.

Carol McCutcheon, Mayor

VIII. Donations

A. CULLINAN PARK CONSERVANCY DONATION

Consideration of and action on acceptance of a donation from the Cullinan Park Conservancy, in the amount of \$60,000.00 for Cullinan Park Phase III Design, CIP PK2302.

Fenglin Du, Parks Development Manager

IX. Public Hearings

- A. **PUBLIC HEARING 6:00 P.M.:** Receive and hear all persons desiring to be heard on the proposed changes to the Lake Pointe Redevelopment District, Chapter 2, Part 5 of the Development Code.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2390:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING A RECOMMENDATION ON THE PROPOSED CHANGES TO THE LAKE POINTE REDEVELOPMENT DISTRICT, CHAPTER 2, PART 5 OF THE DEVELOPMENT CODE.

Ruth M. Lohmer, Redevelopment Planning Manager

X. Appointments

A. BUILDING STANDARDS COMMISSION APPOINTMENTS

Consideration of and action on the appointment of commissioners to the Building Standards Commission.

Carol McCutcheon, Mayor

B. PLANNING AND ZONING APPOINTMENTS

Consideration of and action on the appointment of Commissioners to the Planning and Zoning Commission.

Carol McCutcheon, Mayor

C. SUGAR LAND LEGACY APPOINTMENTS

Consideration of and action on the appointment of members to the Sugar Land Legacy Foundation.

Carol McCutcheon, Mayor

D. ZONING BOARD OF ADJUSTMENT APPOINTMENTS

Consideration of and action on the appointment of members to the Zoning Board of Adjustment.

Carol McCutcheon, Mayor

XI. Contracts and Agreements

A. CONTRACT WITH CFG INDUSTRIES, LLC.

Consideration of a construction contract with CFG Industries, LLC, in the amount of \$2,293,590.00 for the rehabilitation of four City wastewater lift stations (CIP CWW2401) and authorization of a budget amendment of \$163,680.00 from CIP CWW2302 to CWW2401 to fully fund the project.

Jonathan Braun, Assistant City Engineer

XII. Ordinances and Resolutions

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-45:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING A GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO SIGN DOCUMENTS TO ADMINISTER AND IMPLEMENT THE GRANT.

Melanie Beaman, Transportation & Mobility Manager

- B. **FIRST CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2381:** AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, AMENDING SECTIONS 5-351 AND 5-376 OF CHAPTER 5, ARTICLE VIII, DIVISION 11 OF THE SUGAR LAND CODE OF ORDINANCES REGARDING PRETREATMENT STANDARDS FOR USERS OF THE CITY'S WASTEWATER TREATMENT PLANTS

David Whittemore, Assistant Director of Utilities

- C. **FIRST AND FINAL CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2391:** AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, APPROVAL OF THE FY2026 BUDGET AMENDMENT TO REDUCE REVENUES AND EXPENDITURES IN ALIGNMENT WITH THE ADOPTED PROPERTY TAX RATE OF \$0.358827.

ShaLae Steadman, Director of Budget

XIII. 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.

XIV. 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 15th day of October at 5:00 p.m.

Amended and Posted on this 15th Day of October at 6:00 p.m.

Amended and Posted on this 17th Day of October at 4:00 p.m.



City Council Agenda Request

October 21, 2025

Agenda Request No: III.A.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Meredith Riede, City Attorney

Responsible Department: Legal

Agenda Caption:

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

Section 551.071 Consultation with Attorney:

For the purpose of receiving legal advice on pending or contemplated litigation or on Attorney-Client Privileged Information.

Recommended Action:

Executive Summary:

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

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

Attachments

None



City Council Agenda Request October 21, 2025

Agenda Request No: III.B.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Linda Mendenhall, City Clerk

Responsible Department: City Clerk's Office

Agenda Caption:

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

Section 551.074 - Public Officers:

For the purpose of deliberations regarding appointments to, and duties of, the Building Standards Commission, Planning and Zoning Commission, and Zoning Board of Adjustments.

Recommended Action:

Executive Summary:

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

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

Attachments

None



City Council Agenda Request October 21, 2025

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Ashley Newsome, Deputy City Clerk

Presented by: Linda Mendenhall, City Clerk

Responsible Department: City Clerk's Office

Agenda Caption:

MINUTES

Consideration of and action on the minutes of the October 7, 2025 meeting.

Recommended Action:

Consideration of and action on the minutes of the October 7, 2025 meeting.

Executive Summary:

Consider the minutes of the October 7, 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. 10.7.25 City Council Meeting Minutes



City of Sugar Land

City Council Minutes

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

Tuesday, October 7, 2025
City Council Meeting Minutes
City Council Chamber
5:30 PM

I. Attention

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II. Call to Order

QUORUM PRESENT

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

III. Invocation

Councilmember Sanjay Singhal

Mayor McCutcheon delivered the invocation in the absence of Councilmember Singhal, who attended virtually.

IV. Pledges of Allegiance

Councilmember Sanjay Singhal

V. Recognition

A. FIRE PREVENTION MONTH
OCTOBER 2025

Mark Campise, Chief of Fire-EMS

B. CODE COMPLIANCE MONTH
OCTOBER 2025

Nicole Guevara, Assistant Director of Neighborhood Services

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.

No members of the public addressed the Council.

VII. Consent Agenda

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

A. MINUTES

Consideration of and action on the minutes of the September 16, 2025 meeting.

Linda Mendenhall, City Clerk

A motion to **Approve consent agenda items A through S**, was made by Rick Miller and seconded by Suzanne Whatley; the motion **Passed**.

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

B. CONTRACT WITH FIKES WHOLESALE, INC.

Consideration of and action on authorization of a contract with Fikes Wholesale, Inc. for the purchase and delivery of gasoline and diesel fuel for Fiscal Year 2026, in an amount not to exceed \$1,500,000.00 utilizing Cooperative Agreement No. 22-001 through Fort Bend County.

Shahid Ali, Fleet Administrator

C. PURCHASE OF VEHICLES THROUGH TIPS USA CONTRACT

Consideration of and action on authorizing the purchase of four (4) Chevrolet Tahoe's for the Fire Department from Lake Country Chevrolet, utilizing the Texas Interlocal Purchasing System (TIPS USA) Contract No. 240901 – Transportation Vehicles, in the amount of \$221,809.

Shahid Ali, Fleet Administrator

D. CONTRACT WITH BOUND TREE MEDICAL, LLC.

Consideration of and action on authorization of a contract with Bound Tree Medical, LLC, in the amount of \$230,000.00 through the BuyBoard Cooperative Purchasing Contract No. 704-23, for the purchase of emergency medical supplies and equipment for Fiscal Year 2026.

Mark Campise, Chief of Fire-EMS

E. CONTRACT WITH IMPACT PROMOTIONAL SERVICES, LLC.

Consideration of and action on authorization of a contract with Impact Promotional Services, LLC, dba Got You Covered Work Wear & Uniforms, in the amount of \$125,000.00, through BuyBoard Contract No. 773-25, for the purchase of new and replacement uniforms for Fire Department personnel in Fiscal Year 2026

Mark Campise, Chief of Fire-EMS

F. **CONTRACT WITH CEDROS PAVING SERVICES, LLC.**

Consideration of and action on authorization of a construction contract with Cedros Paving Services, LLC, in the amount not to exceed \$150,000.00, for Fiscal Year 2026 bridge rehabilitation and maintenance, to address deficiencies identified in TxDOT bridge inspections

Ryon Bell, Streets and Drainage Manager

G. **CONTRACT WITH CEDROS PAVING SERVICES, LLC.**

Consideration of and action on authorization of a construction contract with Cedros Paving Services, LLC, in the amount of \$300,000.00, funded through the Public Works Stormwater Operations and Maintenance budget, with the option to renew for four (4) additional one-year terms, for a total contract amount not to exceed \$1,500,000.00, for drainage rehabilitation and maintenance.

Ryon Bell, Streets and Drainage Manager

H. **CONTRACT WITH LAKE COUNTRY CHEVROLET THROUGH TIPS USA**

Consideration of and action on authorizing a not-to-exceed contract with Lake Country Chevrolet in the amount of \$500,000, utilizing the Texas Interlocal Purchasing System (TIPS USA) Contract No. 240901 – Transportation Vehicles, providing the City with purchasing power and flexibility to support new programs through grant funding and contract policing vehicle needs.

Shahid Ali, Fleet Administrator

I. **CONTRACT WITH TYLER TECHNOLOGIES, INC.**

Consideration of and action on authorization of an expenditure with Tyler Technologies, Inc., in the amount of \$404,138.99 for the renewal of software maintenance and support services for the City's Enterprise Resource Planning system for FY26.

Steve Budny, Director of IT, Data, and Security

J. **ACCEPTANCE OF TRAFFIC SAFETY GRANT FUNDING FROM TXDOT**

Consideration of and action on acceptance of FY26 Traffic Safety Grant funding from TxDOT in the total amount of \$90,990, including \$74,140 for STEP COMP and \$16,850 for STEP CMV, to support traffic enforcement initiatives.

Joe Carter, Police Captain

K. **CONTRACT WITH CIGNA HEALTH AND LIFE INSURANCE COMPANY**

Consideration of and action on authorization of the final renewal of a multi-year contract with CIGNA Health and Life Insurance Company, in the amount of \$1,127,689.00, for the period January 1, 2026 through December 31, 2026, for the Self-Funded Group Medical Plans, Fully Insured Group Dental Plans, and Voluntary

Vision Insurance.

Paula J. Kutchka, Director of People & Culture

L. CONTRACT WITH OCHS, INC. AND SYMETRA LIFE INSURANCE COMPANY

Consideration of and action on authorization of the final renewals of a multi-year contract with OCHS, Inc., in the amount of \$62,950.00, for life insurance, supplemental and dependent life, and accidental death and dismemberment coverages; and a multi-year contract with Symetra Life Insurance Company, in the amount of \$281,380.00, for short-term and long-term disability coverages, for the period of January 1, 2026 through December 31, 2026.

Paula J. Kutchka, Director of People & Culture

M. CONTRACT WITH GOWAN/GARRETT, INC.

Consideration of and action on the authorization of a contract between the City of Sugar Land and Gowan/Garrett, Inc., in the amount of \$329,076.00 for FY26 HVAC Preventative Maintenance and on-call repair services.

David E. Brown, Facilities Services Manager

N. CONTRACT WITH GALLS, LLC.

Consideration of a Purchase Order with Galls, LLC., in the amount of \$140,000 through Buy Board Contract No. 773-25 for the procurement of Police Department uniforms, tools, and accessories, with funding available in the FY26 Police Department operating budget.

Jesse Huang, Police Captain

O. TEXAS MUNICIPAL LEAGUE NOMINATION

Consideration of and action on casting a vote for Sally Branson for the Region 14 Director of the Texas Municipal League Board of Directors for a one-year term.

Carol McCutcheon, Mayor

P. AGREEMENT WITH GMSTEK, LLC

Consideration of and action on authorization of Amendment No. 1 to Agreement with GMSTEK, LLC, clarifying pricing and term provisions, and authorizing continuation of the Agreement for a total amount of \$363,311.17, for GlobalSelect at Sugar Land Regional Airport as the Point of Sale software.

Maria Barroso, Customer Experience Manager

Q. Consideration of and action on CITY OF SUGAR LAND RESOLUTION NO. 25-44: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE HOUSTON-GALVESTON AREA COUNCIL FOR FY26/27 SOLID WASTE IMPLEMENTATION PROGRAM; DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

Christian Eubanks, Environmental Manager

R. **FISCAL YEAR 2025 PROJECTIONS AMENDMENT AND ADOPTION OF FISCAL YEAR 2026 BUDGET - TIRZ 3**

Consideration of and action on the Fiscal Year 2025 budget to projections amendment; and adoption of the proposed Fiscal Year 2026 Budget for Tax Increment Reinvestment Zone Three.

Justyn Meorado, Assistant Director of Budget

S. **FISCAL YEAR 2025 PROJECTIONS AMENDMENT AND ADOPTION OF FISCAL YEAR 2026 BUDGET - TIRZ 4**

Consideration of and action on the Fiscal Year 2025 budget to projections amendment; and adoption of the proposed Fiscal Year 2026 Budget for Tax Increment Reinvestment Zone Four.

Justyn Meorado, Assistant Director of Budget

VIII. Adjournment

A motion to **Adjourn at 5:45 p.m.**, was made by Sanjay Singhal and seconded by Carol McCutcheon; the motion **Passed**.

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

Linda Mendenhall, City Clerk





City Council Agenda Request October 21, 2025

Agenda Request No: VII.B.

Agenda of: City Council Meeting

Initiated by: Ray Song, Engineering Manager

Presented by: Ray Song, Engineering Manager

Responsible Department: Public Works

Agenda Caption:

CONTRACT WITH CEDROS PAVING SERVICE LLC

Consideration of and action on the authorization of a construction contract with Cedros Paving Service, LLC for the replacement of damaged sidewalks at various locations, in the amount of \$1,400,000.00 per year, renewable for two (2) additional years based on available budget, for a total contract amount of \$4,200,000.00, CIP CST2501- Sidewalk Program Rehabilitation and Replacement Project.

Recommended Action:

Authorize the execution of a contract with Cedros Paving Service, LLC for the replacement of damaged sidewalks at various locations, in the amount of \$1,400,000.00 per year, renewable for up to two (2) additional years based on available budget, for a total contract amount of \$4,200,000.00, CIP CST2501- Sidewalk Program Rehabilitation and Replacement Project.

Executive Summary:

The Streets Division of the Public Works Department is responsible for sidewalk maintenance, repairs, and ensuring pedestrian safety citywide. This includes approximately 850 miles of sidewalks in neighborhoods along major thoroughfares and trails. Each year, staff complete an assessment of all the sidewalks, recording the location of and severity of vertical trip hazards, of which there are three (3) classified types.

In addition to the assessment, the City receives approximately 650 service requests for sidewalk concerns on an annual basis. The City utilizes staff as well as a sidewalk rehabilitation contractor to complete the sidewalk replacement. Residential service requests are completed in the order in which they are received. Currently, the City's service level for repairs called in by residents is estimated at a timeline of 18-24 months to complete repairs and/or as funding is available.

Over the years, a substantial backlog of residential sidewalk service requests has developed due to aging infrastructure, the expansion of mature trees, and constrained funding. To address the backlog of residential sidewalk requests and enhance pedestrian safety and accessibility, the

2024 GO Bond – Proposition B: Streets, Sidewalks, and Mobility which includes the development of a Sidewalk Rehabilitation and Replacement Program.

An Invitation to Bid (ITB) was advertised on August 7, 2025, to establish unit prices for sidewalk repairs, including manhole/valve adjustments, restoration and ADA compliance improvements. Bids were opened on September 11th, and four (4) bids were received. The bid summary is as follows:

Contractor	Bid Amount
1. Cedros Paving Service, LLC	\$1,389,306.00
2. Metrocity	\$1,457,200.00
3. Total Contracting Limited	\$1,883,890.00
4. Wilson Construction	\$1,934,310.06

The recommended contractor, Cedros Paving Services, LLC, was contacted and after negotiations has agreed to a contract with the City for this project in the proposed amount of \$1,400,000.00 for sidewalk repairs.

Cedros Paving Services, LLC is awarded the contract based on its competitive bid, extensive experience, and the demonstrated history of delivering high-quality work on previous projects within the City of Sugar Land. The scope of work includes the replacement of damaged sidewalks citywide and addressing the existing backlog of repair requests. This project supports the City's commitment to maintaining and enhancing public infrastructure in alignment with the objectives of the GO Bond.

This project will be funded through CIP CST2501, the Sidewalk Program Rehabilitation and Replacement which was approved by the voters in November 2024 through the GO Bond election, in total funded amount of \$10,000,000 over five (5) years. At the City's discretion, the contract is renewable for two (2) additional years based on available budget totaling \$4,200,000.00. This structure safeguards the City against potential price increases for up to two (2) years while maintaining flexibility in contractor selection.

The project is anticipated to begin in November and should achieve completion within 300 days.

In accordance with Policy CO-110, Notification of Construction Impacts and Service Interruptions, this is classified as a Neighborhood Project. Notification will be provided to the residents via door-hangers, updates on the City's website, and HOA notifications.

The Public Works Department recommends that the City Council authorize execution of a construction contract with Cedros Paving Service, LLC for the replacement of damaged sidewalks at various locations, in the amount of \$1,400,000.00 per year, renewable for two (2) additional years based on available budget, for a total contract amount of \$4,200,000.00, CIP CST2501- Sidewalk Program Rehabilitation and Replacement Project.

Budget

Expenditure Required: \$1,400,000

Current Budget: \$3,005,219 (FY26), \$1,125,000 (FY27), \$1,175,000 (FY28)

Additional Funding: 0

Funding Source: 2024 GO Bond

Account Number (ORG-OBJ-Project): CST2501

Attachments

1. City of Sugar Land Sidewalk Rehab Various Locations Phase 2 Contract
2. City of Sugar Land COI 2025 2026 1
3. 2025-ITB-059_Sidewalk_Rehabilitation_at_Various_Locations_-_Phase_2 - Cedros
4. HB89_Cedros Paving Services
5. Form 1295 _ Cedros Paving Services
6. SB 19_Cedros Paving Service
7. SB 13_Cedros Paving Services

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

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

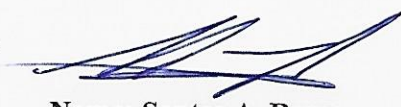
- I. Signatures
- II. Summary of Contract Terms
- III. Standard Contractual Provisions
- IV. Contract Documents

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: 

Name:

Name: Santos A. Reyes

Title:

Title: President

Date:

Date: October 8, 2025

II. Summary of Contract Terms.

Project: Sidewalk Rehabilitation at Various Locations – Phase 2, 2025-ITB-059

Contractor: Cedros Paving Service, LLC

Name of Engineering Firm, if any:

Name of Owner's Project Manager: Ray Song

Base Bid: \$1,389,306.00

Alternate Bid Item Nos.: N/A

Total Alternate Bid Items Amount: N/A

Contract Price (Base Bid + Alternates): \$1,400,000.00, as may be adjusted by Change Orders

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

Renewal: The City may renew this contract for two (2) additional one-year terms, based on the City's available budget. If the City elects the option to renew, it will provide notice to the Contractor not less than thirty (30) days prior to the end of the then-current term.



City Council Agenda Request October 21, 2025

Agenda Request No: VII.C.

Agenda of: City Council Meeting

Initiated by: Tracey Siu, Fire/EMS Administrator

Presented by: Mark Campise, Chief of Fire-EMS

Responsible Department: Fire

Agenda Caption:

CONTRACT WITH US DIGITAL DESIGNS INC.

Consideration of and action on the authorization of the purchase and installation of the Phoenix G2 Fire Station Alerting System from US Digital Designs, Inc. by Honeywell. This procurement will be made through the Houston-Galveston Area Council (H-GAC) Contract No. EC07-23, in the amount of \$450,541.50.

Recommended Action:

The Sugar Land Fire Department recommends that the City Council authorize the purchase and installation of the Phoenix G2 Fire Station Alerting System from US Digital Designs, Inc. by Honeywell. This procurement will be made through the Houston-Galveston Area Council (H-GAC) Contract No. EC07-23, in the amount of \$450,541.50.

Executive Summary:

The Sugar Land Fire Department (SLFD) currently relies on outdated fire station alerting technology that is several decades old. The alerting system is critical to notifying emergency personnel, especially during overnight hours, of incidents requiring immediate response. The existing system, Zetron, is no longer compatible with the City's upgraded Computer-Aided Dispatch (CAD) platform, resulting in delays in emergency alerting and response times.

Furthermore, due to the age of the current system, replacement components are difficult and costly to obtain.

To address this operational challenge, SLFD has identified the urgent need to upgrade to a modern, industry-standard fire station alerting system that fully integrates with the updated CAD system. This initiative aligns with the City of Sugar Land's All-In Initiative: Enhancing Suburban Community, which emphasizes safety, technology, and service excellence.

After evaluating multiple vendors, SLFD has selected a solution that balances fiscal responsibility, operational efficiency, and firefighter safety. The Phoenix G2 system includes enhancements specifically designed to reduce cardiac and mental stress through the strategic use of audio and visual cues during incident alerts. Additionally, it improves the efficiency of Public

Safety Dispatch operations through automated voice dispatch capabilities.

Funding for this project has been allocated through the 2024 General Obligation Bond – Public Safety Facilities Rehabilitation (CIP Project CMU2503). This purchase includes all associated equipment, installation, system migration, and training to cover all 7 fire stations and the dispatch center. This new technology is necessary to ensure that SLFD’s stations are technologically advanced and operationally reliable. The system will be procured through the Houston-Galveston Area Council (H-GAC) cooperative purchasing agreement, contract EC07-23. The City of Sugar Land actively participates in such cooperative agreements, which leverage the collective buying power of member agencies. All contracts are competitively bid and awarded in compliance with state procurement laws and regulations.

The Sugar Land Fire Department respectfully recommends that City Council approve the purchase of the Phoenix G2 Fire Station Alerting System through US Digital Designs, Inc. via H-GAC Contract EC07-23, using budgeted funds in the amount of \$450,541.50 made available through Capital Improvement Project CMU2503.

Budget

Expenditure Required: \$450,541.50

Current Budget: \$450,541.50

Additional Funding: N/A

Funding Source: 2024 General Obligation Bond – Public Safety Facilities Rehabilitation (CIP Project CMU2503)

Account Number (ORG-OBJ-Project): 2024 General Obligation Bond – Public Safety Facilities Rehabilitation (CIP Project CMU2503)

Attachments

1. 1.0 US Digital Designs Contract 9-24-25 - Contractor Signed
2. Form 1295 Certificate 101433600
3. SB-13 (STATE OF TEXAS - SENATE BILL 13 VERIFICATION) Form (1) - Sugarland TX
4. SB-19 (STATE OF TEXAS - SENATE BILL 19 VERIFICATION) Form (1) - Sugarland TX
5. HB-89 - Verification - Sugarland TX



City Council Agenda Request October 21, 2025

Agenda Request No: VII.D.

Agenda of: City Council Meeting

Initiated by: Sharon Shapiro, Grants Officer

Presented by: Danica Mueller, Water Operations Manager

Responsible Department: Utilities

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION 25-43**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP), FY2025 POST FIRE (DR5552).

Recommended Action:

Consideration of and action on Resolution No. 25-43 authorizing the submission of a grant application to the Texas Department of Emergency Management (TDEM), Hazard Mitigation Grant Program (HMGP) FY2025 Post Fire disasters

Executive Summary:

The Unified Hazard Mitigation Assistance Grant Programs (HMA) provide grants to states and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the HMA is to provide a critical opportunity to reduce the loss of life and property due to natural hazards and disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. The HMA is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The Texas Department of Emergency Management (TDEM) has opened the application period for FEMA Hazard Mitigation Grant Program (HMGP) FY2025 Post Fire disasters. This opportunity is open to any jurisdiction regardless of having been affected by this disaster.

The City of Sugar Land (City) provides water and wastewater services to its customers within its service area. To maintain continuous service and meet consumer demand, the city requires all emergency standby units at the water and wastewater plants to work reliably at their full efficiency. At present, the City has a total of twenty-four permanent emergency standby generators and four portable generators at its water and wastewater facilities. In addition to generators, the City also has direct diesel drives on ten drinking water wells and one service

pump. Our facilities are aging, and it is important to understand the existing conditions and plan for capital improvements that need to be budgeted within the next 1-10 years.

In the spring of 2024, the city conducted condition assessments on all of its emergency standby units, which was developed into a long-range schedule for repairs and replacements .

Recommendations included :

- Preventive repairs in year one that would increase the life of the assets dramatically,
- Replacing existing diesel drives with diesel generators when the drives reach the end of their useful life
- Full replacements for units past their useful life based on asset condition rating scores

The following table summarizes the capital improvement projects planned for the next ten years based on the assessment:

- Surface Water Plant (300kW)
- Woodchester Water Plant (275 kW)
- Woodchester Water Plant Water Well No. 3 Right Angle Drive
- Lakeview Water Plant (515 kW)
- Sugar Creek Water Plant (30 kW)
- Sugar Creek Water Plant Water Well No. 2 Right Angle Drive
- Sugar Creek Water Plant Booster Pump No. 4 Right Angle Drive
- Austin Parkway Water Plant (360 kW)
- Austin Parkway Water Plant Water Well Right Angle Drive (300 HP)
- First Colony Water Plant (360 kW)
- First Colony Water Plant Water Well Right Angle Drive (300 HP)
- Riverstone Water Plant (450 kW)
- Riverstone Water Plant Water Well Right Angle Drive (400 HP)
- Riverpark Water Plant (480 kW)
- Greatwood East Water Plant (1,000 kW)
- Greatwood West Water Plant (540 kW)
- Greatwood West Water Plant Water Well Right Angle Drive (250 HP)
- New Territory Water Plant (815 kW)
- Homeward Way Water Plant (600 kW)
- Thompson Chapel Water Plant (500 kW)
- Grants Lake Offsite Well Right Angle Drive (300 HP)
- East Riverpark Offsite Well Right Angle Drive (350 HP)
- Laura Morrison Offsite Well Right Angle Drive (400 HP)
- Boulder Oaks Offsite Well Right Angle Drive (250 HP)
- North Wastewater Treatment Plant (1,500 kW)
- North Wastewater Treatment Plant (600 kW)
- South Wastewater Treatment Plant (1,250 kW)
- Greatwood Wastewater Treatment Plant (750 kW)

- New Territory Wastewater Treatment Plant (100 kW)
- Gablemeadow Lift Station (200 kW)
- Riverlodge Lift Station (110 kW)
- Rec Center Lift Station (35 kW)
- Auburn Trail Lift Station (50 kW)
- Sandhill Lift Station (20 kW)
- Lavender Fields Lift Station (25 kW)
- Ellis Creek Lift Station Portable (26 kW)
- Woodchester Water Plant Portable (175 kW)
- Woodchester Water Plant Portable (100 kW)
- New Territory Water Plant Portable (55 kW)

The anticipated costs of this work are summarized below:

Description	Probable Repair or Replacement Cost			Total
	0-1 Year	1-5 Years	5-10 Years	
Water Plant Generators	\$229,000	\$4,992,000	\$2,400,000	\$7,621,000
Wastewater Plant Generators	\$27,000	\$37,000	\$800,000	\$864,000
Lift Station Generators	\$27,500	\$214,000	\$0	\$241,500
Portable Generators	\$16,700	\$0	\$0	\$16,700
TOTAL	\$300,200	\$5,243,000	\$3,200,000	\$8,743,200

The Utilities Department has programmed these recommendations into the 10 year Capital Improvement Planning, but is also pursuing alternative funding including grants like the Hazard Mitigation Grant Program.

The Utilities Department recommends City Council approve Resolution No. 25-43 to apply to the Texas Department of Emergency Management, Hazard Mitigation Grant Program for water plant and wastewater plant generators and water well diesel drives in the amount of \$8,743,500.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. Resolution 25-43 rev 092525

RESOLUTION NO. 25-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS, TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP), FY2025 POST FIRE (DR5552).

WHEREAS, the City Council of the City of Sugar Land ("City") finds that it is in the best interest of the citizens of the City to submit a grant application to the State of Texas, Texas Division of Emergency Management (TDEM), for the Hazard Mitigation Grant Program (HMGP) FY2025 Post Fire (DR5552) to purchase generators for the water and wastewater plants and right angle drives; and

WHEREAS, the City Council of the City agrees to provide all applicable matching funds as required by the grant application; and

WHEREAS, the City Council of the City designates the City Manager as the City's authorized official; NOW THEREFORE,

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

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

Section 2. That the City hereby authorizes the submission of a grant application to the State of Texas, Texas Division of Emergency Management, for the Hazard Mitigation Grant Program (HMGP) FY2025 Post Fire (DR5552) to purchase generators for the water and wastewater plants and right angle drives.

Section 3. That the City appoints the City Manager, or his designee, as authorized grant official to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Sugar Land.

APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Secretary

Attachment: Hazard Mitigation Grant Program FY2025 Post Fire Application



City Council Agenda Request October 21, 2025

Agenda Request No: VII.E.

Agenda of: City Council Meeting

Initiated by: Henry Vavrecka, Right of Way Services Manager

Presented by: Henry Vavrecka, Right of Way Services Manager

Responsible Department: Public Works

Agenda Caption:

TEXAS ARBOR DAY PROCLAMATION

Proclamation recognizing Texas Arbor Day in Sugar Land on November 7, 2025.

Recommended Action:

For the Mayor and City Council to proclaim November 7, 2025 Texas Arbor Day in the City of Sugar Land.

Executive Summary:

The City of Sugar Land and Keep Sugar Land Beautiful (KSLB) are supporting Arbor Day by proclaiming November 7, 2025, Arbor Day in Sugar Land.

Arbor Day began in 1872 when J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday was first observed with the planting of more than a million trees in Nebraska. Arbor Day is now observed throughout the nation and the world.

On November 1, 2025, the City and Keep Sugar Land Beautiful (KSLB) will hold the annual "Trees Across Sugar Land" event and will plant approximately 125 trees and mulch trees in the City's Brazos River Park.

The City of Sugar Land has achieved Tree City USA status for 14 consecutive years and has met the four (4) standards established by The Arbor Day Foundation and the National Association of State Foresters. These standards are as follows:

- A Tree Board or Department
- A Tree Care Ordinance
- A Community Forestry Program With an Annual Budget of at Least \$2 Per Capita
- An Arbor Day Observance and Proclamation

The Public Works Department and Keep Sugar Land Beautiful request that the City Council proclaim November 7, 2025, as Texas Arbor Day in the City of Sugar Land.

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. Proclamation



Proclamation



OFFICE OF THE MAYOR
SUGAR LAND, TEXAS

Texas Arbor Day
November 7, 2025

Whereas, Arbor Day serves as an opportunity to raise awareness about the importance of trees for the environment, communities, and the overall ecosystem. Trees play a crucial role in producing oxygen, improving air quality, conserving water, reducing soil erosion, and providing habitats for countless species of wildlife; and

Whereas, trees contribute to the beauty and livability of our city, enhancing the quality of life for all residents by providing shade, reducing energy costs, and improving mental and physical well-being; and

Whereas, the residents of Sugar Land are encouraged to participate in activities that promote environmental stewardship, including the planting and nurturing of trees for the benefit of present and future generations; and

Whereas, Arbor Day provides an opportunity for individuals, families, schools, businesses, and civic organizations to join together in efforts to maintain a sustainable and green environment for the future;

Now, Therefore, I, Carol K. McCutcheon, on behalf of the members of City Council, and by the virtue of the authority vested in me as Mayor of the City of Sugar Land, Texas, do hereby recognize Texas Arbor Day in Sugar Land and I urge all citizens to celebrate this day by participating in tree-planting activities and committing to care for our urban and natural forests.

*In witness whereof I have hereunto set
my hand and caused this seal to be affixed.*

Carol K. McCutcheon

Carol K. McCutcheon, Mayor

Date: _____ November 7, 2025





City Council Agenda Request October 21, 2025

Agenda Request No: VII.F.

Agenda of: City Council Meeting

Initiated by: Paola DeLaTorre, Project Manager II

Presented by: Paola DeLaTorre, Project Manager II

Responsible Department: Engineering

Agenda Caption:

AGREEMENT WITH UNION PACIFIC RAILROAD

Consideration of and action on the authorization of the Union Pacific Railroad (UPRR) Pipeline Crossing Agreement, granting the City the right to install, operate, and maintain an underground pipeline across UPRR property as part of the Water Distribution System Rehabilitation Project, CIP CWA2401, for a one-time license fee of \$5,000.00.

Recommended Action:

Authorize the execution of the Union Pacific Railroad (UPRR) Pipeline Crossing Agreement, granting the City the right to install, operate, and maintain an underground pipeline across UPRR property as part of the Water Distribution System Rehabilitation Project, CIP CWA2401, for a one-time license fee of \$5,000.00.

Executive Summary:

In September 2024, City Council approved the design contract for the water distribution system rehabilitation project, CIP CWA2401. The rehabilitation area identified for this project includes Industrial Boulevard between Jess Pirtle and West Airport.

This project involves the installation of approximately 5,400 linear feet of 8-inch, 12-inch, and 16-inch water mains along Industrial Boulevard, near Jess Pirtle Boulevard and West Airport Boulevard. However, a key component of the project is the railroad crossing at mile post 21.6 on the Glidden Subdivision (Industry Track 761) in Sugar Land, TX.

To facilitate this, the City of Sugar Land requires an agreement with UPRR to install, maintain, and operate an underground 12-inch steel water pipeline, encased in a 24-inch steel casing, to safely convey water beneath the railroad. The agreement includes a one-time license fee of \$5,000, granting the City permission to cross the UPRR property with the underground pipeline. This fee does not buy ownership or an easement, it provides a standard license to cross the railroad property. The design is complete. However, the Agreement is required to be in place prior to any work commencing in the UPRR right-of-way. There is sufficient funding in the

current design contract to cover this fee.

Staff recognizes that existing waterline failures in this area pose a risk to service reliability. This rehabilitation project is critical to addressing those failures and will ensure consistent and dependable water service to nearby residents.

The Engineering Department recommends that City Council authorize the execution of the UPRR Pipeline Crossing Agreement, granting the City the right to install, operate, and maintain a pipeline across UPRR property. This agreement includes a one-time license fee of \$5,000.00 to support the Water Distribution System Rehabilitation Project, CIP CWA2401.

Budget

Expenditure Required: \$5,000.00

Current Budget: \$31,992.00

Additional Funding: NA

Funding Source: Revenue Bonds

Account Number (ORG-OBJ-Project): 6049205-621015

Attachments

1. UPRR Pipeline Crossing Agreement
2. Location Map



CWA2401 UPRR Crossing for Water Distribution System

Legend

— UPRR Crossing location



SEPTEMBER 2025

0 20 40 80 120 160 Feet

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, the City of Sugar Land assumes no liability or damages due to errors, or omissions. This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. If you require more detailed information, contact the GIS Division of Information Technology at 281.437.2025.



City Council Agenda Request October 21, 2025

Agenda Request No: VII.G.

Agenda of: City Council Meeting

Initiated by: Henry Vavrecka, Right of Way Services Manager

Presented by: Henry Vavrecka, Right of Way Services Manager

Responsible Department: Public Works

Agenda Caption:

CONTRACT WITH ASSOCIATIONS OF FIRST COLONY, INC.

Consideration of and action on authorization of a contract with Associations of First Colony, Inc. in the amount of \$311,891.80, for Right-of-Way landscaping and maintenance.

Recommended Action:

The Public Works Department recommends that the City Council approve the Right-of-Way Landscaping and Maintenance Contract with Associations of First Colony, Inc. for the landscape supplementation in the amount of \$311,891.80 for FY26.

Executive Summary:

The City's Streetscape Policy ("Policy") gives guidance to the construction and maintenance of the City's streetscapes. The Policy adopted on October 19, 2021 provides for the distribution of the City's Landscape Supplement Program ("Program") along Signature routes, as defined by the Policy. The Public Works Department administers the Program. Annually, the City Council may approve funding for the Program as part of the City's budget that will be available to HOA's or other entities that maintain landscaping on City-owned right-of-way (ROW) at the Signature level.

The Program is funded in the FY26 budget and provides landscaping supplementation for The Avalon Community Association, Barrington Place Homeowners Association, The Commonwealth Civic Association, Gannoway Lake Estates Association, Glen Laurel Homeowners Association, Greatwood Community Association, New Territory Residential Community Association, Sugar Creek Homes Association, Sugar Lakes Homeowners Association, Sugar Mill Community Association, Telfair Community Association, and Associations of First Colony, Inc. ("AFC") which consists collectively of Chimneystone Planned Community Development Homeowners Association, Colony Grant Homeowners Association, First Colony Community Services Association, and Settlers Park Homeowners Association. The supplement amount is based on the number of square feet of ROW maintained by the entity at the rate provided in the Streetscape Policy. In order to be eligible for the supplementation, the

HOA must maintain the landscape at or above the City's standards as provided in the Policy.

The Right-of -Way Landscaping and Maintenance Contract with the Associations of First Colony, Inc. is for FY26, effective on the latest of the dates signed by the parties and ending September 30, 2026, in the amount of \$311,891.80, which will be paid in quarterly installments providing that the minimum landscape standards are being met.

The Public Works Department recommends that the City Council approve the Right-of-Way Landscape and Maintenance Contract with Associations of First Colony, Inc. for the landscape supplementation in the amount of \$311,891.80 for FY26.

Budget

Expenditure Required: \$311,891.80

Current Budget: \$669,035.00

Additional Funding: N/A

Funding Source: Right-of Way O/M Budget

Account Number (ORG-OBJ-Project): 1013115- 561020

Attachments

1. FY26 ROW Signed Contract
2. AFC 1295 FY26
3. AFC HB 89 FY26
4. AFC SB 13 FY 26
5. AFC SB 19 FY 26

RIGHT-OF-WAY LANDSCAPING AND MAINTENANCE CONTRACT

This contract (Contract) is entered into between the City of Sugar Land, Texas (City) and Associations of First Colony, Inc. (Association).

Recitals:

The City Council has adopted a Right of Way Enhancement and Maintenance Policy (Policy) pursuant to Resolution No. 21-19, establishing uniform standards for the enhancement and maintenance of City right-of-way (ROW), including streets, streetlighting, sidewalks, bridges, hardscape, landscape, irrigation bridges, and box culverts located therein. The Policy provides that the City Council annually may approve funding for a landscape supplement program as part of the City's budget that will be available to homeowners' associations or other City Council-approved entities that maintain landscaping on public ROW at the Signature level. Signature Roadways are heavily travelled boulevard streets that have become the City's trademark and are listed in the Policy.

The Association acts as administrator for various homeowners' associations in First Colony. The City Council further finds and the parties acknowledge that the payments to be made by the City under this Contract are for the Association's providing landscaping improvements and maintenance of the public ROW of the Signature Roadways in the Association's territory and that at least one-third of the total cost to provide the landscaping improvements and maintenance for the public ROW of the Signature Roadways located in the Association's territory has been paid and will continue to be paid by special assessments levied on property in the Association's territory that will benefit from the landscaping improvements and maintenance services, within the meaning of section 252.022 (a)(9) of the Texas Local Government Code.

In consideration of their mutual covenants and agreements, the City and the Association agree as follows:

A) Definitions.

A.1. *AFC HOAs* means, collectively, Chimneystone, Colony Grant, FCCA, and Settlers Park, which are the homeowners' associations with ROW in Signature Roadways in their territory eligible for supplementation under this Contract and for whose benefit the Association is entering into this Contract.

A.2. *Association* means Associations of First Colony, Inc.

A.3. *Association's Territory* means the ROW in Signature Roadways in the AFC HOAs' collective territory.

A.4. *Chimneystone* means the Chimneystone Planned Community Development Homeowners Association, Inc.

A.5. *Chimneystone Declarations* means, collectively, the: (1) Declaration of Covenants,

Conditions and Restrictions (Chimneystone Planned Community Development, Section One), recorded in the Real Property Records of Fort Bend County, Texas under File No. 80006999; (2) Declaration of Covenants, Conditions and Restrictions (Chimneystone Planned Community Development, Section Two), recorded in the Real Property Records of Fort Bend County, Texas under File No. 81072721; and (3) Declaration of Covenants, Conditions and Restrictions (Chimneystone Planned Community Development, Section Three), recorded in the Real Property Records of Fort Bend County, Texas under File No. 82028240, and any amendments and supplements thereto.

A.6. *City* means the City of Sugar Land.

A.7. *Colony Grant* means the Colony Grant Homeowners Association.

A.8. *Colony Grant Declarations* means, collectively, the: (1) Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association [Colony Bend Section One], recorded in the Real Property Records of Fort Bend County, Texas under File No. 78043799; Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association (Colony Bend Section Two), recorded in the Real Property Records of Fort Bend County, Texas under File No. 79098611; and (2) Declaration of Covenants, Conditions and Restrictions Colony Grant Homeowners Association [Williams Grant, Section One], recorded in the Real Property Records of Fort Bend County, Texas under File No. 78048557, and any amendments and supplements thereto.

A.9. *FCCA* means the First Colony Community Services Association, Inc. d/b/a First Colony Community Association, Inc.

A.10. *FCCA Declaration* means the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for First Colony, recorded in the Real Property Records of Fort Bend County, Texas under File No. 2009119302, and any amendments and supplements thereto.

A.11. *FY26* means the fiscal year beginning October 1, 2025 and ending September 30, 2026.

A.12. *Policy* means the Right of Way Enhancement and Maintenance Policy adopted by the City Council on October 19, 2021 under Resolution No. 21-19

A.13. *Program* means the Landscape Supplemental Funding Program approved as part of the Policy.

A.14. *ROW* means the public right-of-way of a Signature Roadway.

A.15. *Settlers Park* means the Settler's Park Homeowners Association.

A.16. *Settlers Park Declarations* means, collectively, the: (1) Declaration of Covenants, Conditions and Restrictions for Settlers Grove Section One (1), recorded in the Real Property Records of Fort Bend County, Texas under File No. 82037773; (2) Declaration of Covenants, Conditions and Restrictions Settler's Park Homeowners Association, Section One, recorded in the

Real Property Records of Fort Bend County, Texas under File No. 78032360; (3) Declaration of Covenants, Conditions and Restrictions for Settlers Park Section Two (2), recorded in the Real Property Records of Fort Bend County, Texas under File No. 81068951; (4) Declaration of Covenants, Conditions and Restrictions for Settlers Park Section Three (3), recorded in the Real Property Records of Fort Bend County, Texas under File No. 81068952; (5) Declaration of Covenants, Conditions and Restrictions for Settlers Park Section Four (4), recorded in the Real Property Records of Fort Bend County, Texas under File No. 82036951; and (6) Declaration of Covenants, Conditions and Restrictions for Settlers Park Section Five (5), recorded in the Real Property Records of Fort Bend County, Texas under File No. 2005074576, and any amendments and supplements thereto.

A.17. *Signature Roadway(s)* means Austin Parkway, Bayview Dr., Brooks St., Burney Rd., Commerce Green Blvd., Commonwealth Blvd., Cunningham Creek Blvd (from US90A to Autumn Ridge Dr., Dulles Avenue, Dairy Ashford Rd., Eldridge Rd., Ellis Creek Blvd., First Colony Blvd., Gateway Blvd., Greatwood Pkwy (from US59 to Forest Woods), Jess Pirtle Blvd, Lexington Blvd., New Territory Blvd. (from Wescott Ave to Jillian Ln.), Riverbrook Dr. (from Greatwood Pkwy to Fielding Dr.), Sandhill Dr. (from Jaymar Dr. to Winston Ln.), Settlers Way Blvd., Stadium Dr. (from US90A to Oyster Creek), Sugar Creek Blvd. (from US59 to Country Club Blvd.), Sansbury Blvd., Sugar Lakes Blvd., Sweetwater Blvd., University Blvd., West Airport Blvd., and Williams Trace Blvd.

B) Association Obligations.

B.1. The Association will provide landscaping improvements and landscaping maintenance services within the ROW of the Signature Roadways located in the Association's Territory, according to this Contract.

B.2. During FY26 the City will supplement the Association's cost of providing landscaping and maintenance of the ROW of the Signature Roadways located in the Association's Territory in the total amount of \$311,891.80. The City will pay this amount to the Association as follows: (i) four installments of \$77,972.95, to be invoiced quarterly by the Association to the City at least 30 days prior to the end of each quarter in FY26 and paid by the City by December 31, 2025, March 31, 2026, June 30, 2026, and September 30, 2026.

The \$311,891.80 to be paid to the Association under this Contract is calculated based on the square footage of ROW in the Signature Roadways located in the Association's Territory. Specifically:

- A) Chimneystone: 73,221.81 Sq. Ft. = \$6,809.63
- B) Colony Grant: 302,723.32 Sq. Ft. = \$28,153.27
- C) FCCA: 2,271,477.48 Sq. Ft.= \$211,247.41
 - Highlands 243,723.40 Sq. Ft. = \$22,666.28
 - Sugarwood 104,458.66 Sq. Ft. = \$9,714.66
 - Brooks Street 109,021.15 Sq. Ft. = \$10,138.97
 - Meadowcroft Blvd. 11,488.37 Sq. Ft. = \$1,068.42
 - First Colony Trail 21,923.63 Sq. Ft. = \$2,038.90
 - Woodstream Trail 24,214.40 Sq. Ft. = \$2,251.94

- Austin Parkway Walk Bridge 1,212.62 Sq. Ft. = \$112.77
- D) Settlers Park: 190,210.25 sq. ft. = \$17,689.55

B.3 In consideration of the City's payment, the Association must perform the following in the ROW of the Signature Roadways located in the Association's Territory as indicated on the attached maps (*see* Exhibits 1 - 10):

- A) Maintenance of the ROW at or above the City's standards as provided in the Policy;
- B) Mowing, trimming, edging, and litter pick up for 44 cycles; and
- C) Weed control, tree trimming, fertilization, plant pruning, and irrigation monitoring and repair (if irrigation systems exist) on an as needed basis.

B.4 The Association must comply with the Policy.

3. Insurance.

3.1. The Association shall procure and maintain or shall require its contractor or contractors to procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property relating to the performance of the landscape improvements and beautification services required under this Contract, as follows:

- A) Workers' Compensation— Statutory Insurance Coverage; and
- B) Comprehensive General Liability and Property Damage Insurance with minimum limits of \$2,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.

3.2. The General Liability Policy shall include the City as an additional insured under the required policies. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Upon request, certified copies of all insurance policies shall be furnished to the City.

4. Term and Termination. This Contract is effective on the latest of the dates signed by the City and the Association and continues in effect through September 30, 2026. Thereafter, this Contract will automatically terminate, at which time a new contract will be issued, subject to annual funding by the City Council. Either party may terminate this Contract at any time, for any reason, by giving thirty (30) days' written notice to the other party.

5. Miscellaneous Provisions.

5.1. *Assessments.* The City and the Association acknowledge that "special assessments", as used in the Recitals section of this Contract, refers only to those assessments collected by the Association and/or the AFC HOAs which are authorized to be used for landscaping improvements and maintenance for the public ROW of the Signature Roadways in the Association's Territory,

whether defined as regular assessments, general assessments, special assessments, maintenance assessments, neighborhood assessments, or other assessments under the Chimneystone Declarations, Colony Grant Declarations, FCCA Declaration, , Settlers Park Declarations, , and any amendments and supplements thereto.

5.2. *Records.*

- A) Upon the request of the City, the Association agrees to provide to the City a copy of all documents relating to the administration of this Contract.
- B) The City acknowledges that the Association can request from the City, without the necessity of submitting a formal open records request, copies of documentation showing the City's actual streetscape-related expenses. Such documentation shall be limited to copies of monthly invoices received by the City during the term of this Contract, for work directly related to the City's right-of-way maintenance. This includes, and is limited to, invoices received pursuant to City contracts with vendors for landscape beautification, tree trimming, irrigation repair, irrigation monitoring, and fertilizer/ant bait, which are used to determine the supplement rate under the Policy. This Contract does not authorize the Association to request and receive copies of invoices or other documentation received by the City for any work performed by any vendor that is not directly related to, and performed under contracts for, landscape beautification, tree trimming, irrigation repair, irrigation monitoring, and fertilizer/ant bait in City right-of-way, and that is not used for determining the supplement rate under the Policy, without the necessity of submitting a formal open records request.
- C) The Association recognizes that the City is subject to Chapter 552 of the Texas Government Code. Any records provided to the Association by the City pursuant to Section 5.2.(B) of this Contract shall be redacted to protect information made confidential by Chapter 552 or other law, or as otherwise required in the City's sole discretion.

5.3. *Notice.* All notices shall be in writing. If mailed, any notice or communications shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

To the Association: Associations of First Colony, Inc.
4350 Austin Pkwy
Sugar Land, TX 77479
Attn: David Pella

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

With a copy to: Public Works Director

City of Sugar Land
101A Gillingham Lane
Sugar Land, Texas 77478

Any party may designate a different person or address by giving the other party ten (10) days written notice in the manner prescribed above.

5.4. *Entire Contract.* This Contract contains the entire Contract between the parties and supersedes all other negotiations and Contracts, whether written or oral.

5.5. *Assignment.* The Association may not assign this Contract without the prior written consent of the City.

5.6. *Law Governing and Venue.* This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Fort Bend County, Texas.

[Signature Page Follows]

CITY OF SUGAR LAND, TEXAS

**ASSOCIATIONS OF FIRST COLONY,
INC.**

By: _____
Name: _____
Title: _____
Date: _____
____ City Manager or
____ Assistant City Manager
____ Executive Director
____ Department Head
____ Program Manager

ATTEST:

By: _____
Ashley Newsome
Deputy City Secretary

APPROVED AS TO FORM:

DAnn Shea Smith

By: *D. Pell*
Name: David Pell
Title: Manager
Date: 9/16/25
Address: 4350 Austin Parkway
Sugar Land, TX 77479
Phone: (281) 634-9566
Email: david.p@firstcolony.org

ATTEST:

By: *Bill Munn*
Name: _____
Title: Director of operations

Attachments:

- Exhibit 1 – Map of Signature Roadway ROW located in FCCA's territory
- Exhibit 2 – Map of Signature Roadway ROW located in Chimneystone's territory
- Exhibit 3 – Map of Signature Roadway ROW located in Colony Grant's territory
- Exhibit 4 – Map of Signature Roadway ROW located in Highlands' territory
- Exhibit 5 – Map of Signature Roadway ROW located in Settlers Park's territory
- Exhibit 6 – Map of Signature Roadway ROW located in Sugarwood's territory
- Exhibit 7 - Map of Brooks Street ROW
- Exhibit 8 - Map of Meadowcroft Blvd. ROW
- Exhibit 9 -Map of First Colony Trail ROW
- Exhibit 10- Map of Woodstream Trail ROW
- Exhibit 11- Austin Parkway Bridge ROW

Exhibit 1: FCCA Map

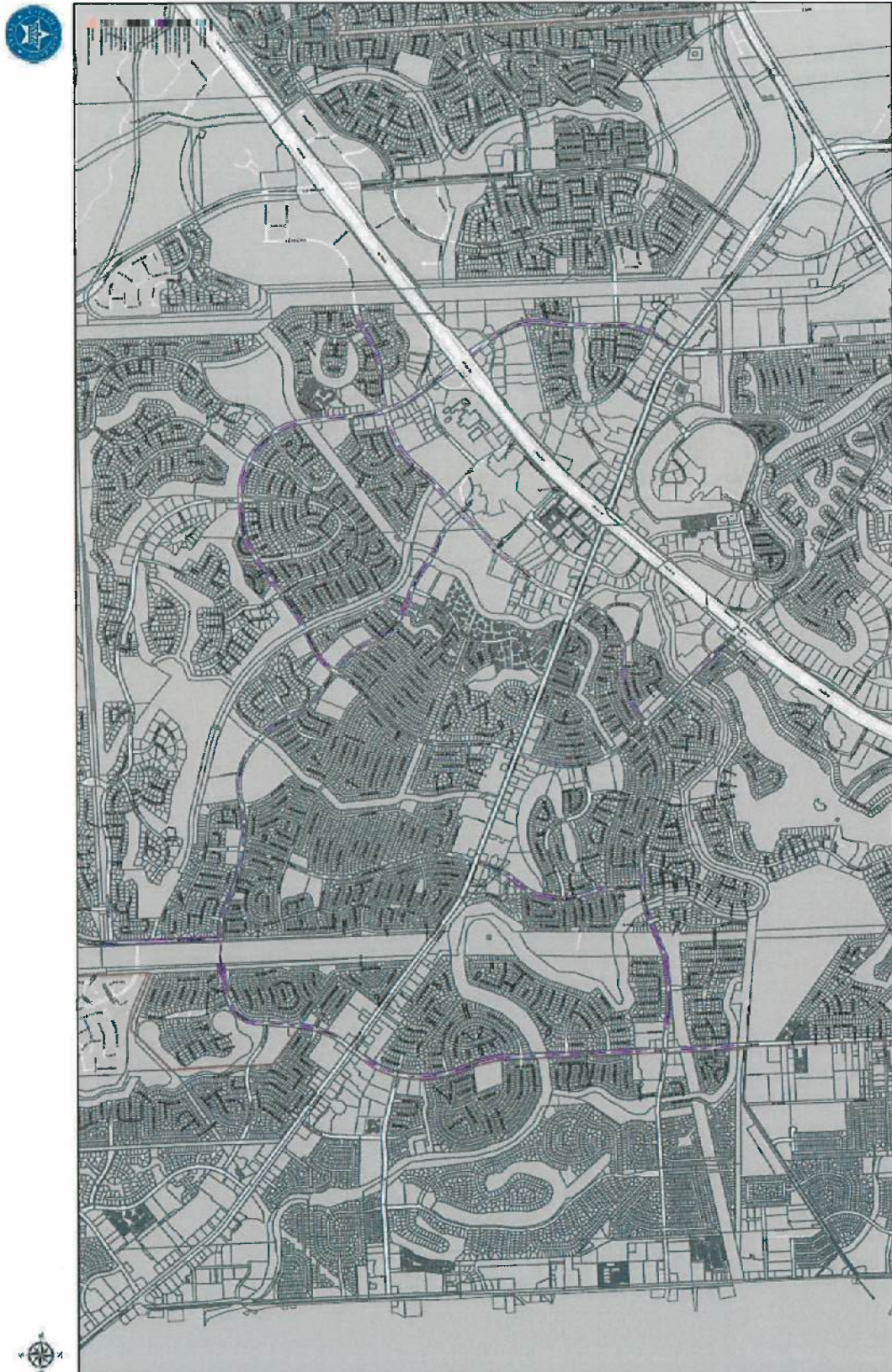


Exhibit 2: Chimneystone Map

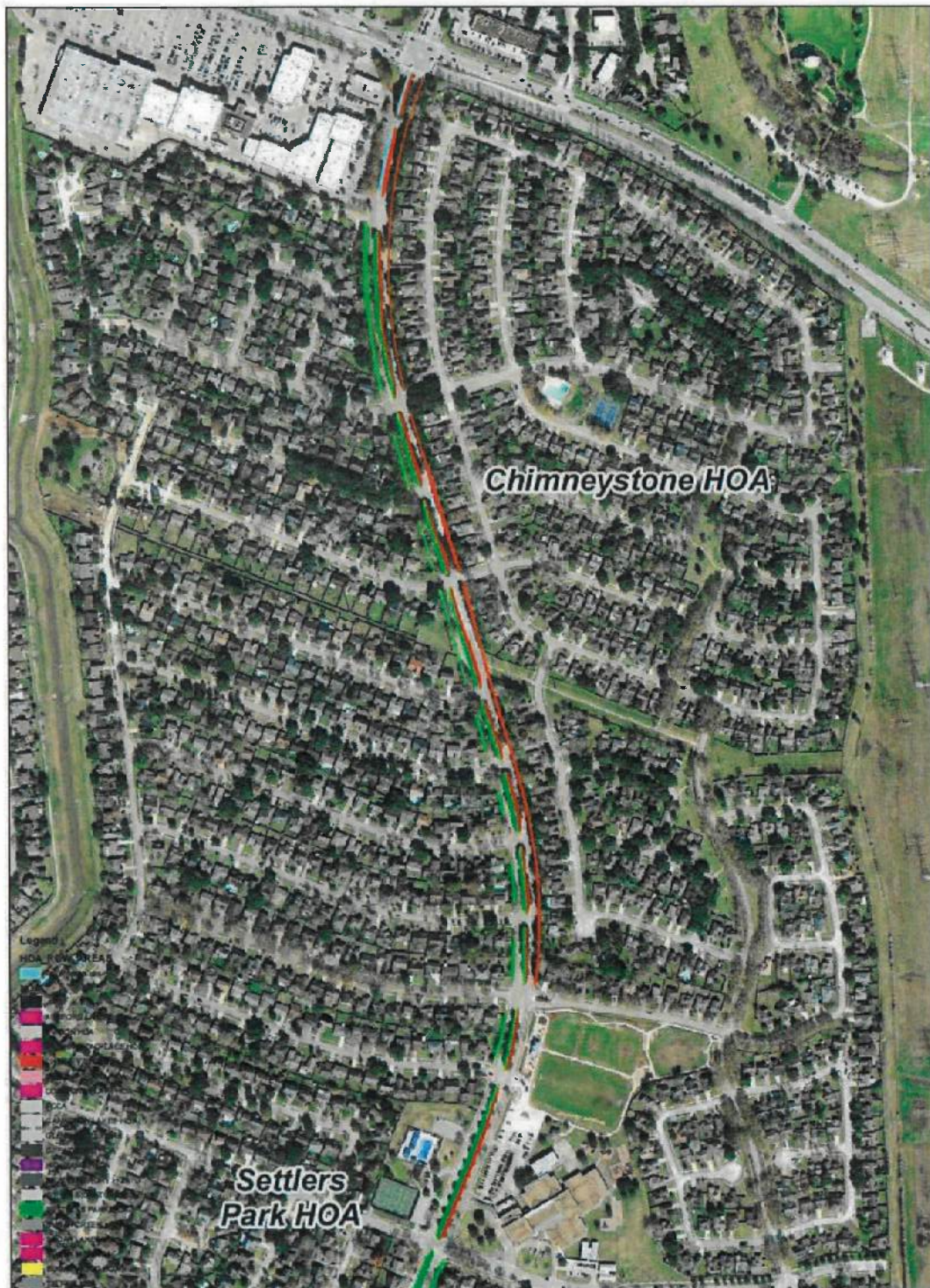


Exhibit 3: Colony Grant Map

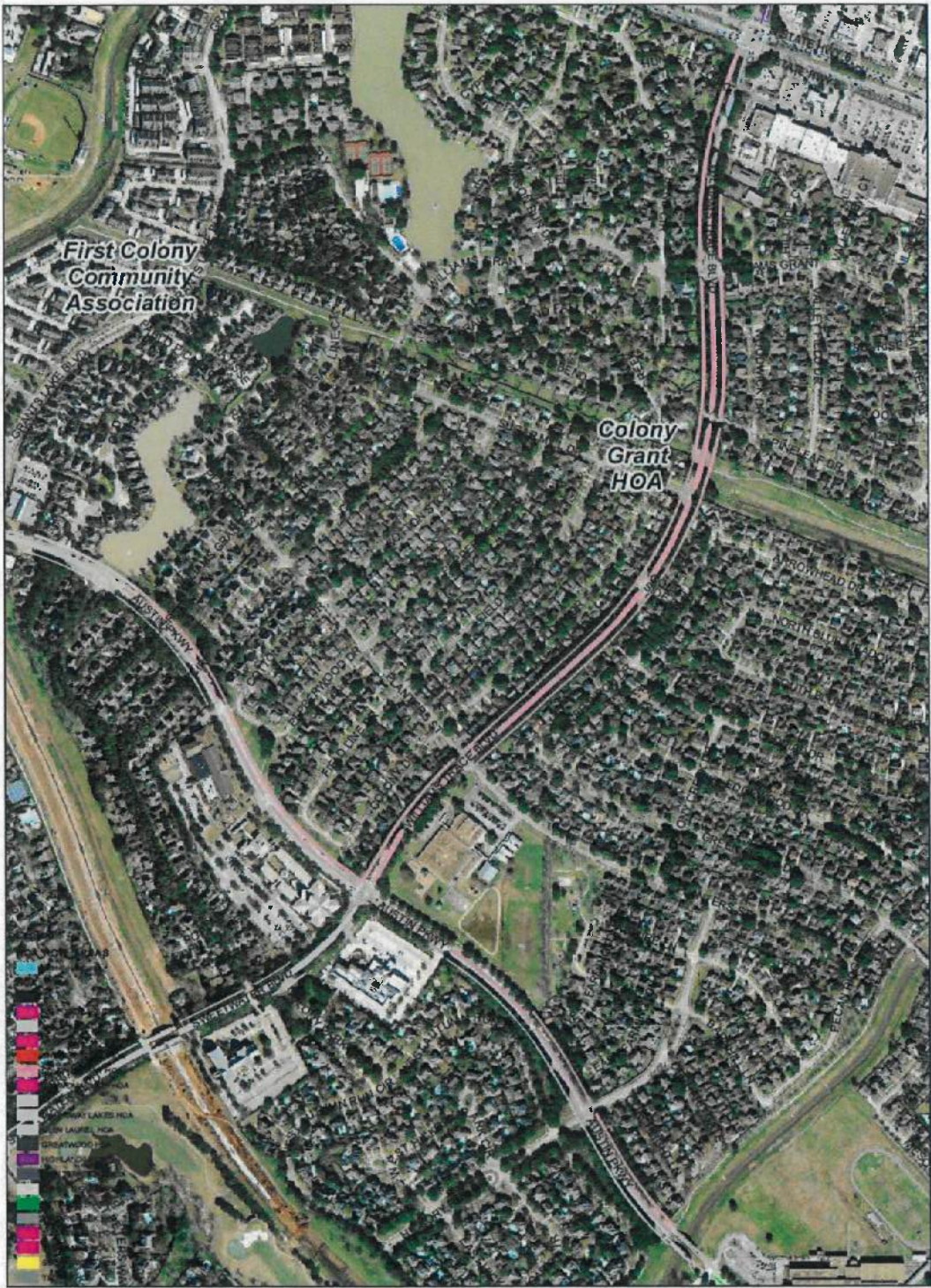


Exhibit 4: Highlands Map

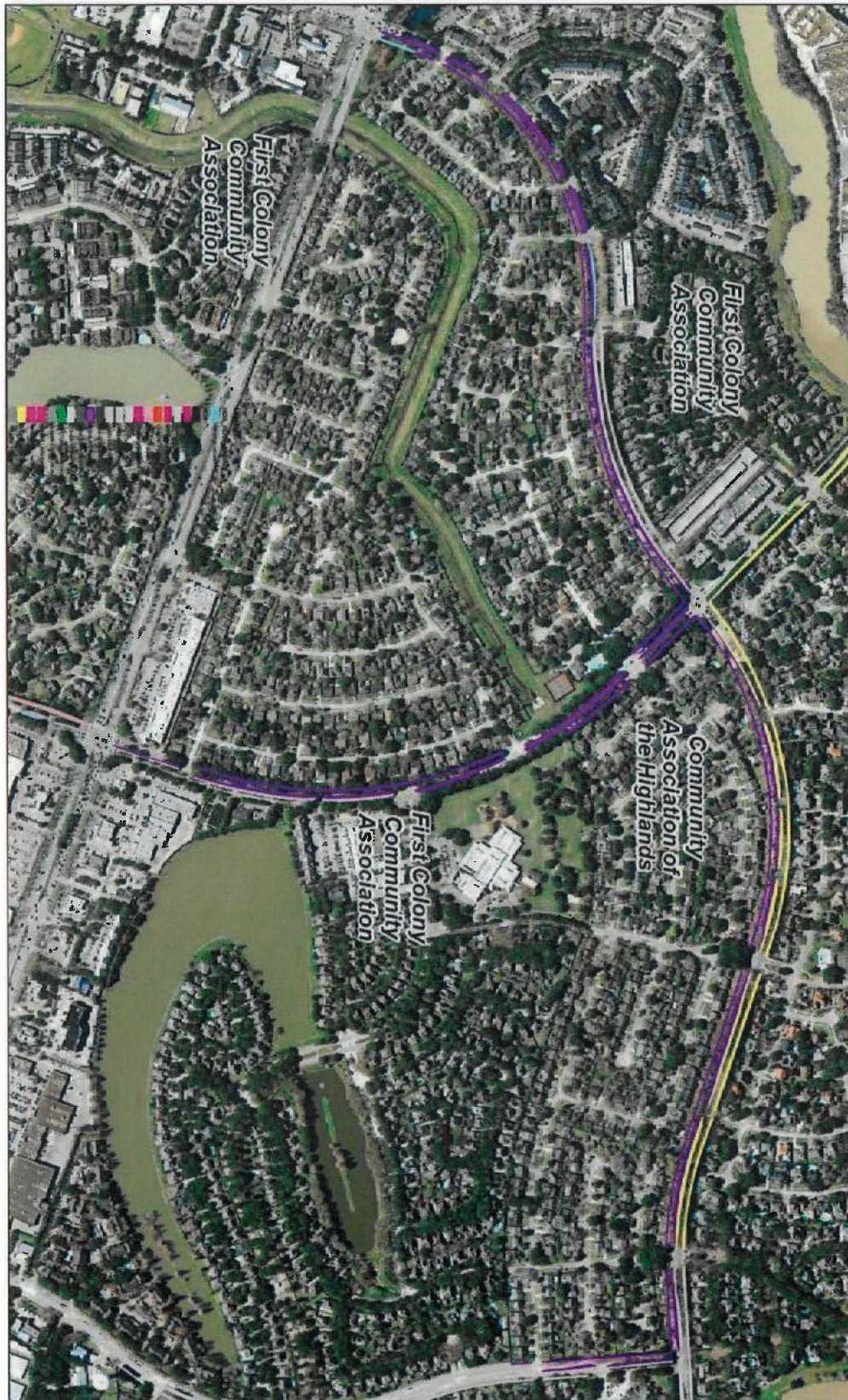


Exhibit 5: Settlers Park Map

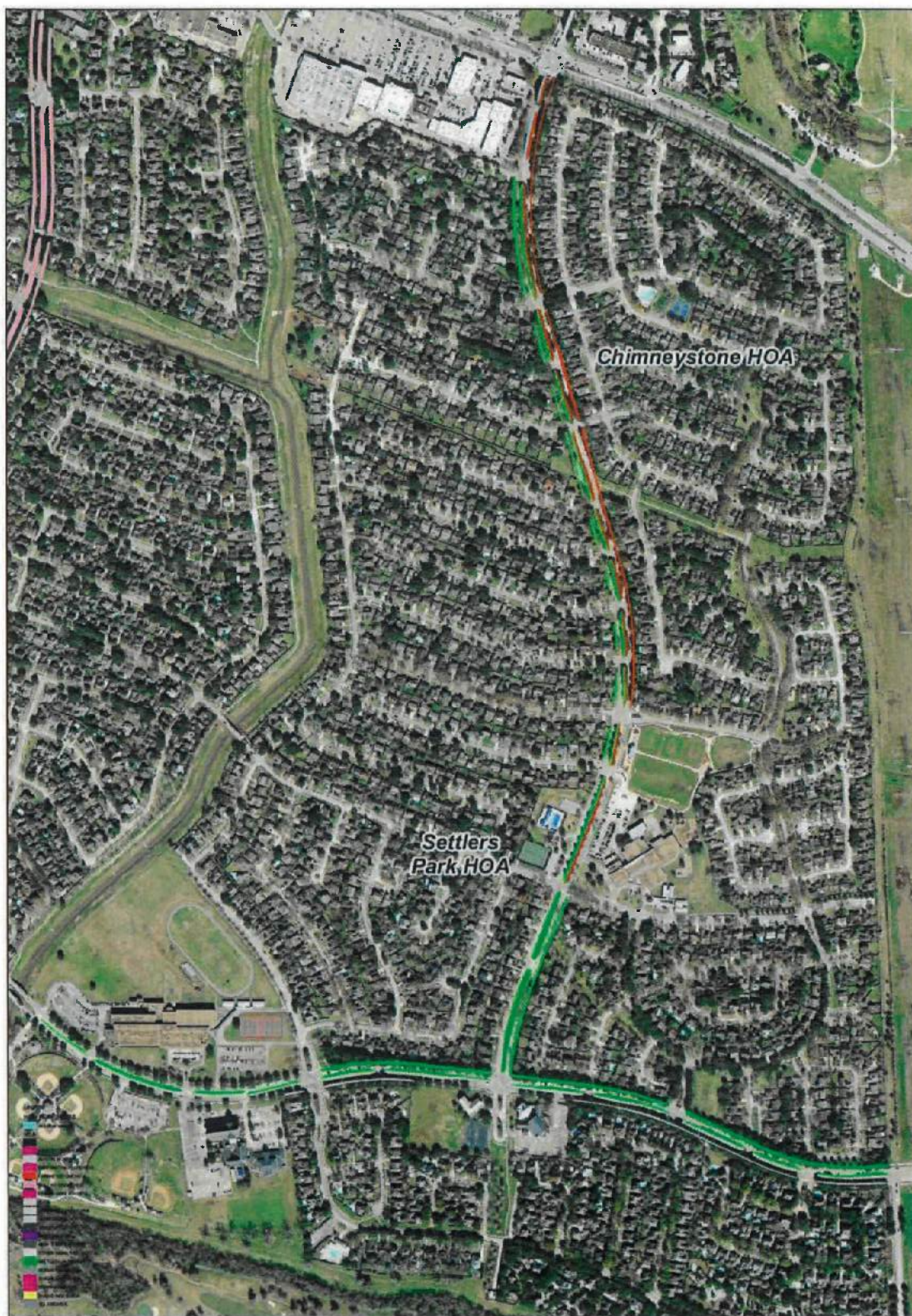


Exhibit 6: Sugarwood Map

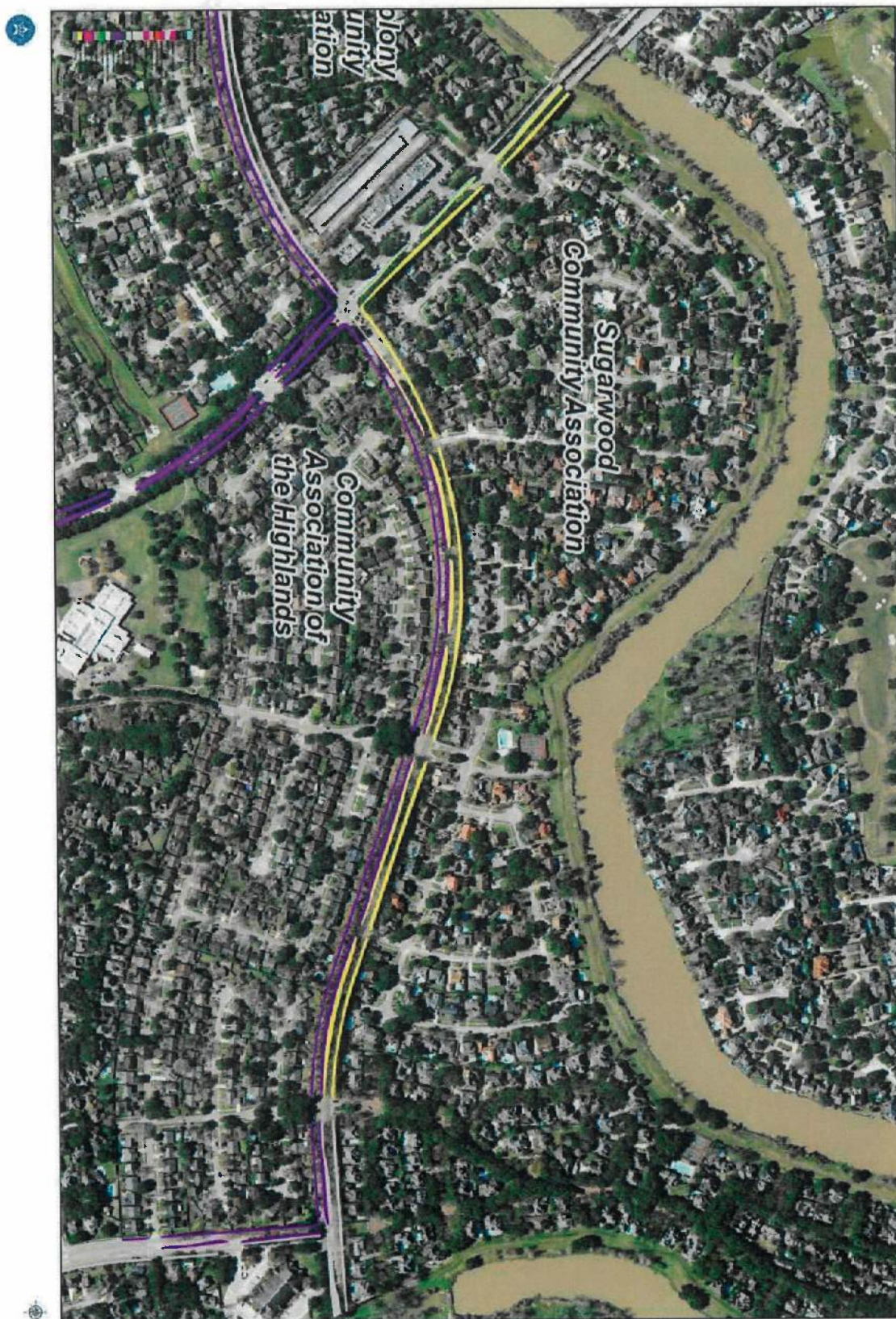


Exhibit 7: Brooks Street



Exhibit 8: Meadowcroft Blvd.

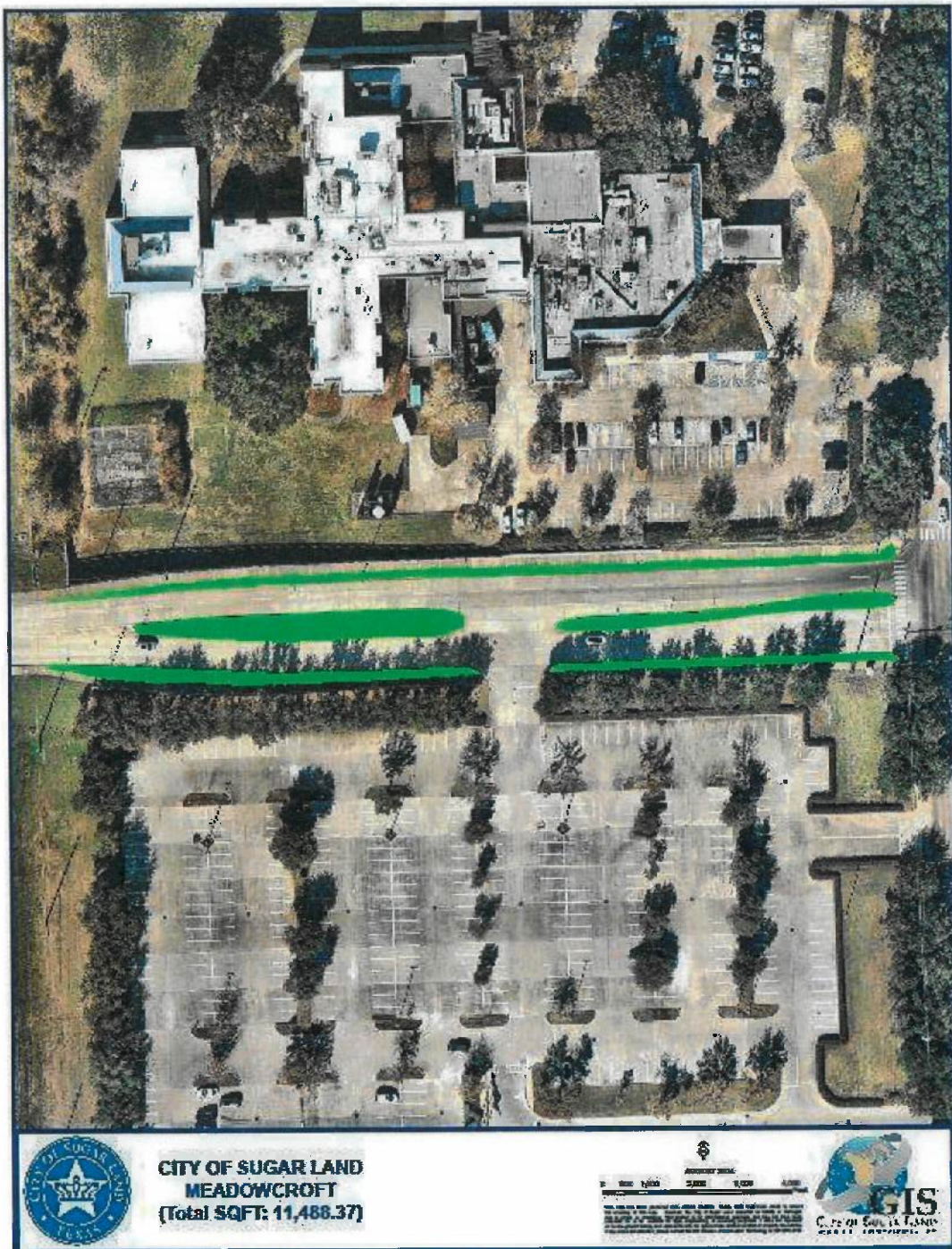


Exhibit 9: First Colony Trail

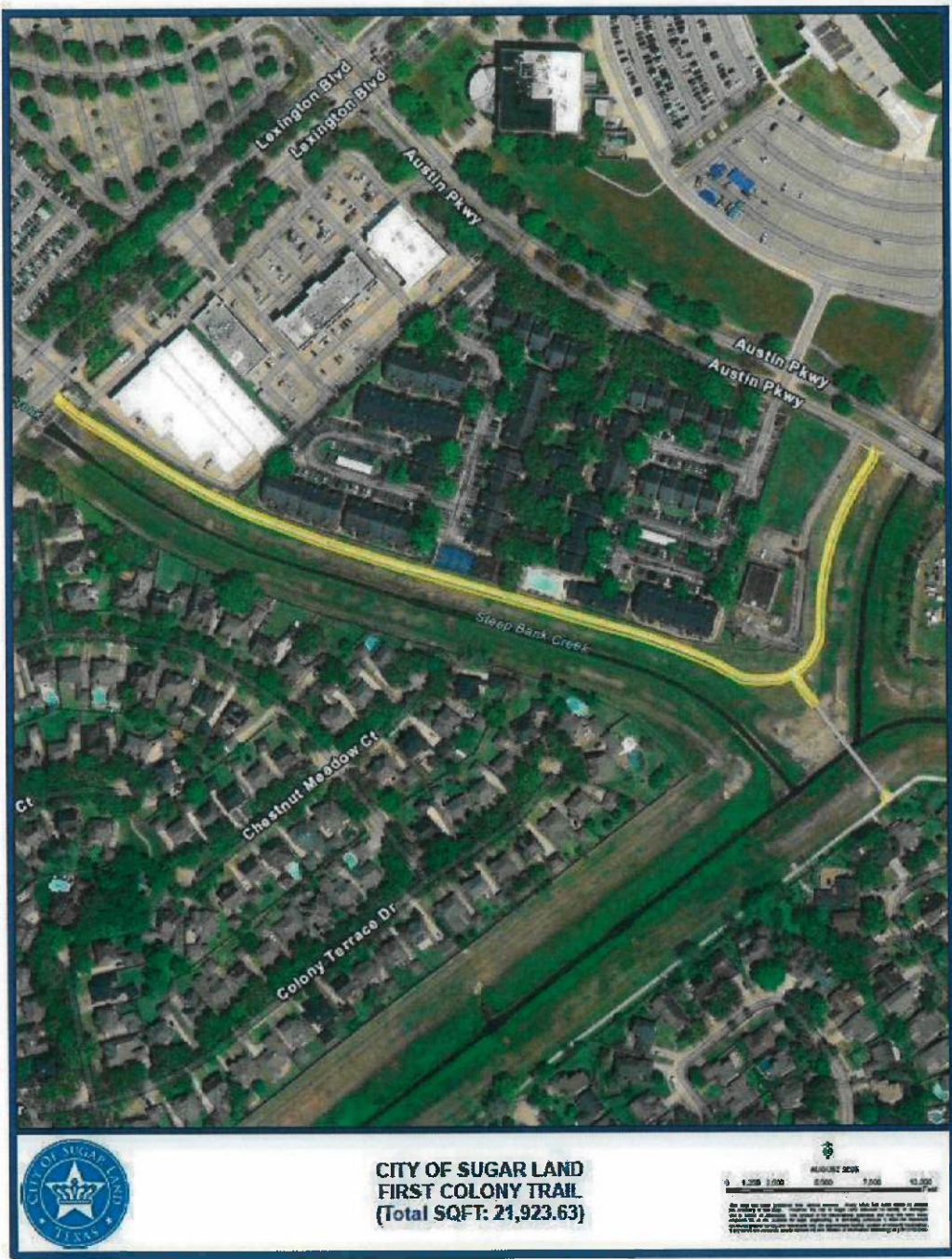


Exhibit 10: WoodStream Trail

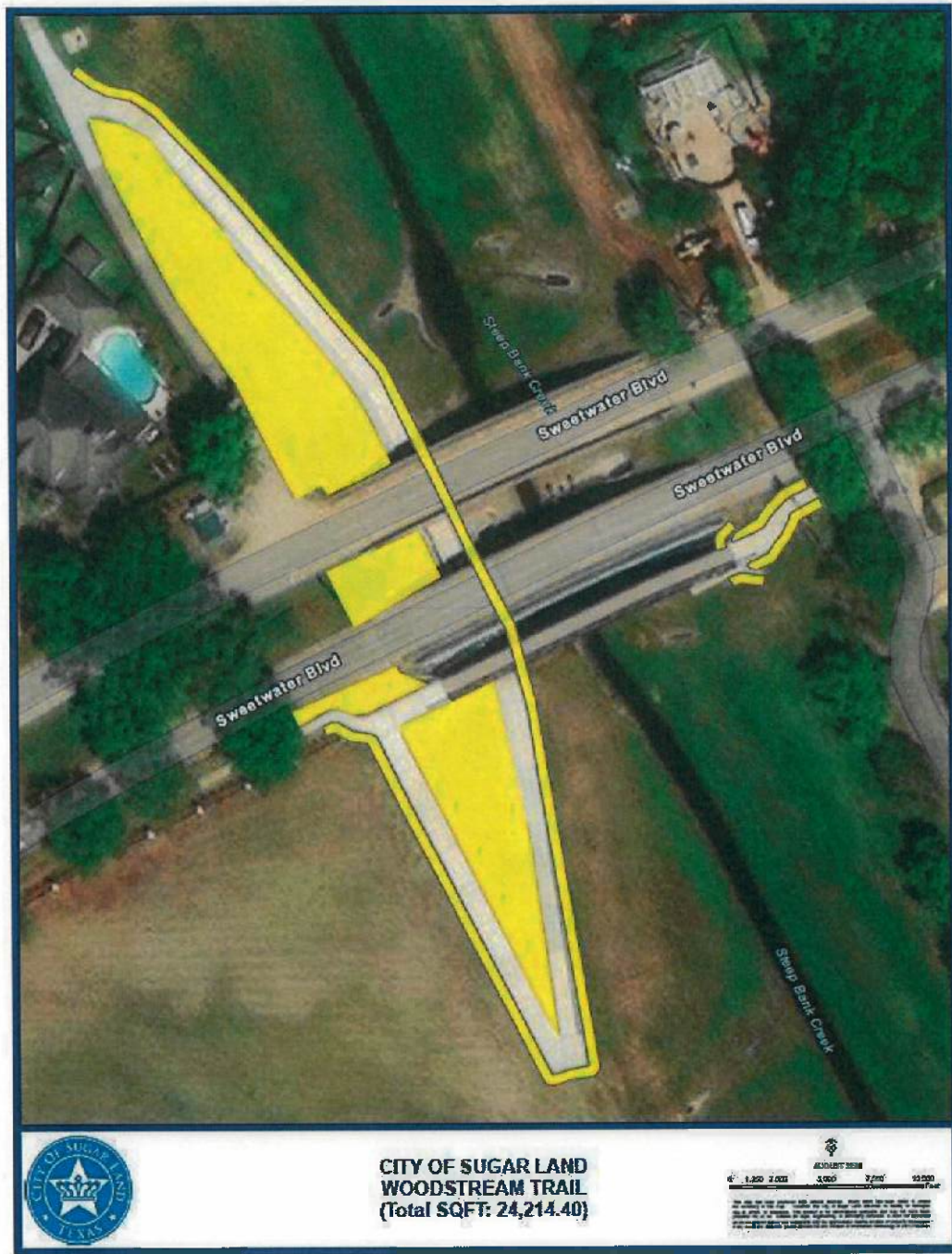
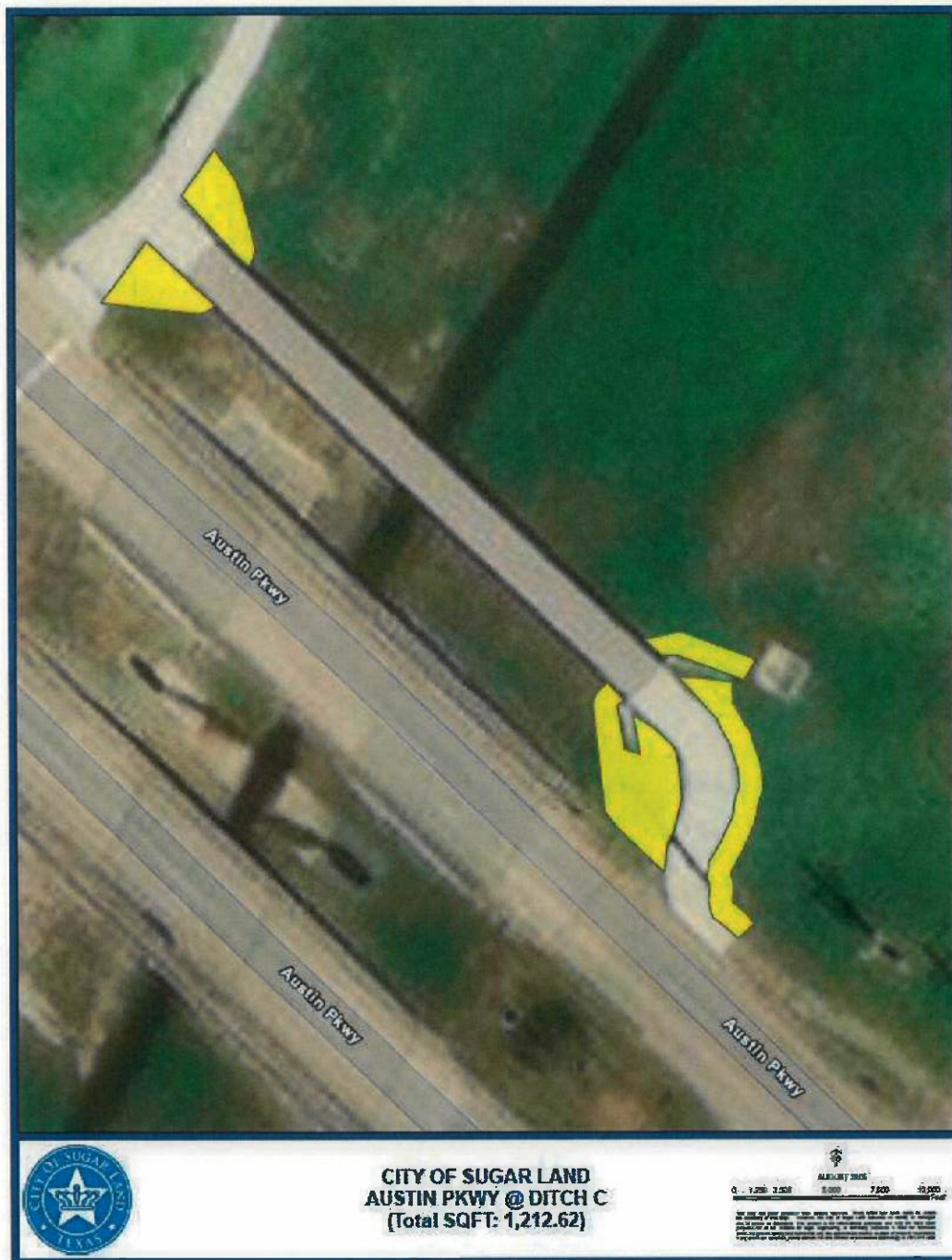


Exhibit 11: Austin Parkway Bridge



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1367468

Date Filed:
09/23/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Associations of First Colony, Inc.
Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Sugar Land

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY 26 AFC ROW Landscaping
Landscape Maintenance in Rights-of-Way

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is David Pelh, and my date of birth is 04/30/1984.

My address is 1306 Lamar Dr, Richmond, TX, 77469, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fort Bend County, State of Texas, on the 23rd day of September, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, David Pella, the undersigned representative of
(Person name)

Associations of First Colony, Inc.

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

09/23/2025

DATE

Manager

POSITION / TITLE

David Pella

Digitally signed by David Pella
Date: 2025.09.23 15:38:04
-05'00'

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, David Pella, the undersigned representative of
(Person name)
Associations of First Colony, Inc.,
(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

- 1. Has ten (10) or more full-time employees;
- 2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
- 3. Does not boycott energy companies currently; and
- 4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
(B) does business with a company described by Paragraph (A).
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

09/23/2025
DATE

Manager
POSITION / TITLE

David Pella
SIGNATURE OF COMPANY REPRESENTATIVE

Digitally signed by David Pella
Date: 2025.09.23 15:53:19 -05'00'

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, David Pella, the undersigned representative of
(Person name)
Associations of First Colony, Inc.,
(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. "Discriminate against a firearm entity or firearm trade association"
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
3. "Firearm entity" means:

- (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
4. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

09/23/2025

DATE

Manager

POSITION / TITLE

David Pella

Digitally signed by David Pella
Date: 2025.09.23 15:47:30 -05'00'

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL



City Council Agenda Request October 21, 2025

Agenda Request No: VII.H.

Agenda of: City Council Meeting

Initiated by: Henry Vavrecka, Right of Way Services Manager

Presented by: Henry Vavrecka, Right of Way Services Manager

Responsible Department: Public Works

Agenda Caption:

CONTRACT WITH FIRST COLONY COMMUNITY SERVICES ASSOCIATION, INC.

Consideration of and action on authorization of a contract with First Colony Community Services Association, Inc, DBA First Colony Community Association, Inc. in the amount of \$129,428.28, for Right-of-Way streetlight reimbursement.

Recommended Action:

Approval of a contract between the City of Sugar Land and First Colony Community Services Association (FCCSA) for street light reimbursement in the amount of \$129,428.28.

Executive Summary:

To provide safety for motorists and pedestrians, the City requires the illumination of public streets by the installation of streetlights. This requirement is outlined in the City's Development Code and Design Standards. The City pays for the maintenance and energy costs of over 12,000 CenterPoint owned streetlights within the Right-of- Way (ROW). All street lighting must meet the City requirement of CenterPoint approved lighting standards. A few private entities had existing private lighting systems in place at the time of the adoption of the City's Streetscape Policy. Per this policy, the City will reimburse these private entities at the same rate that the City pays for standard cobra-head street lighting to maintain adequate lighting along public streets.

As part of this agreement, the association is responsible for adhering to the City's adopted Streetscape Policy, and the association will be fully responsible for the maintenance and operations of their lighting system.

First Colony Community Services Association (FCCSA) owns and maintains 591 street lights along public right of way. This includes both single and dual- head fixtures. Per the outlined reimbursement rate, this calculates to an annual operating reimbursement of \$129,428.28.

The Public Works Department recommends that the City Council approve a contract between the City and First Colony Community Services Association (FCCSA) for streetlight reimbursement

in the amount of \$129,428.28.

Budget

Expenditure Required: \$129,428.28

Current Budget: 2,300,000.00

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): 1013120-551000- Electricity

Attachments

1. FY26 Streetlight Signed Contract
2. FC HB 89 FY 26
3. FCCSA 1295 FY26
4. FCCSA SB 13 FY 26
5. FCCSA SB 19 FY 26

**CITY OF SUGAR LAND
RIGHT-OF-WAY STREET LIGHTING CONTRACT**

This contract (Agreement) is entered into between the City of Sugar Land, Texas (City) and First Colony Community Services Association, Inc. d/b/a First Colony Community Association, Inc. (HOA). In consideration of their mutual covenants and agreements, the parties agree as follows:

I:

The HOA has been responsible for paying for the cost of maintaining, as well as operating, certain decorative street lights installed in certain public street right-of-ways. The City does not pay for the increased cost associated with maintaining and operating decorative street lighting. The City has determined, however, that it is equitable to reimburse, and agrees to reimburse, HOA for the cost the City would have paid to GEXA Energy LP, including costs associated with services provided by CenterPoint Energy Houston Electric, LLC (CenterPoint), for operation of the City's standard "cobra head" street lights had they been installed in accordance with the City standards as of the date of this Agreement.

II:

The current operating cost which the City agrees to pay is calculated as shown in Exhibit A, attached hereto and incorporated herein by reference. If the cost to operate the City's standard "cobra head" street light increases or decreases during the term of this Agreement, a new Exhibit A will be attached showing the increased or decreased cost, which the City agrees likewise to reimburse. The City will make payment to HOA monthly as provided in this Agreement, upon receipt of an invoice from HOA.

III:

The HOA must comply with the City's Right of Way Enhancement and Maintenance Policy adopted by the City Council on October 19, 2021 by Resolution No. 21-19. The HOA will maintain and operate the decorative street lights and will save and hold the City harmless from any and all liability arising from the maintenance and operation of the decorative street lights, except for the reimbursable operational cost provided for in this Agreement.

IV:

This Agreement will be effective on the later of the dates signed by the parties hereto (Effective Date) and continue in effect through September 30, 2026. Thereafter, this Agreement will automatically terminate, at which time a new contract may be issued, subject to annual funding by the City Council. Either party may terminate this Agreement for the other party's breach of any material condition or term of this Agreement if, after giving written notice to the party alleged to have breached this Agreement, the party receiving the notice fails to cure the breach within thirty (30) days of the date of the notice.

CITY OF SUGAR LAND

FIRST COLONY COMMUNITY
SERVICES ASSOCIATION, INC. d/b/a
FIRST COLONY COMMUNITY
ASSOCIATION, INC.

Date: _____

City Manager or

Assistant City Manager

Executive Director

Department Head

Program Manager

By: David P. Bell
Title: Executive Director
Date: 9/16/25
Address: 4350 Austin Parkway
Sugar Land, TX 77479
Phone: (281) 634-9566
Email: David.P.Bell@firstcolony.org

ATTEST:

ATTEST:

Linda Mendenhall, City Clerk

By: Bill Grant
Name: BILL GRANTHAM
Title: Director of operations

APPROVED AS TO FORM:

Dan Shu Snick

Exhibit A

Reimbursement Calculations:

Single Luminaire Fixture Rate

(Monthly KWH x Rate Per KWH) + Monthly Rate Per Fixture

Double Luminaire Fixture Rate

2 x (Monthly KWH x Rate Per KWH) + 2 x Monthly Rate Per Fixture

Reimbursement Rate:

Single Luminaire Fixture: \$16.99 per month per eligible street light

Double Luminaire Fixture: \$29.40 per month per eligible street light

HOA Reimbursement: \$129,428.28 Annually \$10,785.69 Monthly

FY26	Lamp Style	# Lights	Monthly	Annual
First Colony Com. Assoc.	Single	531	\$9,021.69	\$108,260.28
	Dual	60	\$1,764.00	\$21,168.00
		Total		\$129,428.28



City Council Agenda Request October 21, 2025

Agenda Request No: VII.I.

Agenda of: City Council Meeting

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

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

Responsible Department: Parks

Agenda Caption:

LICENSE AGREEMENT WITH WHENEVER WATERSPORTS, LLC

Consideration of and action on the authorization of a License Agreement by and between Whenever Watersports, LLC and the City of Sugar Land, Texas, for a kayak self-serve rental facility located within Sugar Land Memorial Park.

Recommended Action:

Consideration and action on authorization of a License Agreement by and between Whenever Watersports, LLC and the City of Sugar Land, Texas, for a kayak self-serve rental facility located within Sugar Land Memorial Park.

Executive Summary:

Kayaking and paddling are popular activities at Sugar Land Memorial Park. In 2021, the Parks and Recreation Department was approached by ShareKayak, LLC, with interest in expanding their operations into Sugar Land. The license agreement with ShareKayak was workshopped with the PARCS Board and approved by City Council in July 2022. In 2023, the Parks Department maintenance staff installed a floating kayak launch to further support recreational kayaking at Sugar Land Memorial Park. Sharekayak self-service kayak kiosk operated at the park until early 2025, when they opted out of the contract.

In 2025, the Parks and Recreation Department was approached by Whenever Watersports, LLC, regarding a license agreement for a self-service kayak kiosk at Sugar Land Memorial Park. Whenever Watersports is a nationwide company with over 50 locations across the United States, including the nearest location in Portland, Texas. They provide kayaks, paddles, and safety equipment available for rental at self-service kiosks through a smartphone application. Their operation is similar to bike-share programs, and they have recently expanded into the Houston area with installations at Lake Conroe and The Woodlands. This potential public/private partnership would provide another destination activity in Sugar Land, serving residents as well as attracting regional visitors.

Parks staff engaged with other City departments to address details of the License Agreement, as well as design and development challenges associated with building along the Brazos River. The License Agreement is for an initial term of five years, with five additional one-year renewal terms. The City will receive a base rent of \$100 per month (\$1,200 per year) for use of the site, along with revenue sharing at 5% of the monthly gross revenue. Anticipated gross revenue is \$10,000–\$15,000 per year.

The Agreement defines a 156-square-foot boundary within the park for one eight-slot kayak rental station for both single and tandem kayaks. Whenever Watersports will be responsible for all operations and maintenance of the rental stations. The rental stations are battery-operated and use cellular service to connect with the rental application. City-approved signage will instruct users on safety, operations, and troubleshooting. No additional City maintenance costs are anticipated.

Whenever Watersports is responsible for maintaining all insurance required by the City, including a waiver of subrogation in favor of the City. Kayaking is an allowed activity in the Memorial Park lake by City ordinance, and all rules and laws associated with kayaking apply. A City kayak rules sign is posted at the lake edge. In addition, Whenever Watersports requires users to acknowledge the following terms and conditions prior to rental:

Renter must be at least 18 years of age.

Renter must be capable of safely operating and handling equipment.

Renter takes full responsibility for their actions.

In case of damage, renter is responsible for repair or replacement costs.

Renter must return the kayak to the same location and lock it properly.

Whenever Watersports is not responsible for any incident caused by renter actions.

Staff workshopped the item with the PARCS Board on September 9th. The Board expressed excitement about the opportunity to have kayaks available for use at the park and felt it would be a valuable addition. Upon approval of the Agreement, the next steps will be for Whenever Watersports to complete the design and permitting process over the coming months. Construction of the rental stations is anticipated in winter 2025. Once complete and operational, the rental stations will be promoted on social media and added to the City's website.

Staff requests City Council approval of the License Agreement with Whenever Watersports, LLC.

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. Whenever Watersports LLC Master Services Agreement Cosl - Dss Rev 8-19-25



City Council Agenda Request

October 21, 2025

Agenda Request No: VII.J.

Agenda of: City Council Meeting

Initiated by: Alence Poudel, Engineering Manager

Presented by: Alence Poudel, Engineering Manager

Responsible Department: Engineering

Agenda Caption:

CONTRACT WITH FUN ABOUNDS, INC

Consideration of and action on authorizing the execution of a construction contract with Fun Abounds, Inc., through Buy Board Contract 679-22, in the amount of \$123,250.00, for CPK2402 IPRC Cardio Room Build Out, with funding provided by the SL4B corporation.

Recommended Action:

Authorize the execution of a construction contract with Fun Abounds, Inc., through Buy Board Contract 679-22, in the amount of \$123,250.00, for CPK2402 IPRC Cardio Room Build Out, with funding provided by the SL4B corporation.

Executive Summary:

The Imperial Park Recreation Center (IPRC) is expanding its wellness offerings with the development of a new outdoor fitness area located directly behind the facility. This space will complement the recently completed indoor cardio and weight room by providing residents with additional opportunities for strength, cardio, and plyometric training in an open-air environment.

Since the completion of the cardio and weight room, IPRC has added 331 new memberships, bringing the total to 3,446. This sustained growth reflects the community's enthusiasm for expanded fitness amenities and reinforces the demand for outdoor workout options.

To ensure comfort, safety, and year-round usability, the project includes the installation of a slanted cantilever wing cabled shade structure (50' x 20' x 12') and turf flooring. These enhancements are designed to reduce heat exposure and improve safety, making the space more inviting and functional during warmer months. The lack of shade has been a common concern among users, especially during the hot summer season.

The scope of work includes:

- Excavation and installation of approximately 1,974 square feet of aggregate sub-base

- Installation of a 182-linear-foot drainage system for water discharge
- Installation of 1,974 square feet of outdoor fitness flooring, including:
 - 987 square feet of rubber flooring with E-Grip glue
 - 987 square feet of Flex Turf Monster with a 10mm shock pad

Funding for this project was secured through the Sugar Land 4B Corporation (SL4B) and approved at the SL4B Board Meeting (Resolution No. SL4B-R-24-17) held on May 15, 2024. The construction contract covers the shade structures and turf flooring, fulfilling community requests for improved amenities and supporting the City’s commitment to wellness and recreation.

The proposed shade structures will adhere to essential design criteria, including safety guidelines such as maintaining adequate clearance from equipment and staying outside of fall zones.

Pricing, terms, and conditions are based on Buy Board Cooperative Purchasing Contract No. 679-22 for Parks and Recreation Equipment, Products, and Installation Services with Fun Abounds, Inc. This cooperative agreement leverages the collective purchasing power of government entities and complies with state procurement laws and regulations.

Fitness equipment, however, will be purchased separately under a distinct Buy Board contract with a specialized vendor. With a current lead time of 6–12 weeks for the shade structures and an estimated installation period of 3–4 weeks, the project is anticipated to be completed by early Spring 2026.

The Engineering Department and the Parks and Recreation Department recommend that City Council authorize the execution of a construction Buy Board contract with Fun Abounds, Inc., for CIP CPK2402 IPRC Cardio Room Buildout in the amount of \$123,250.00.

Budget

Expenditure Required: \$123,250.00

Current Budget: \$214,130.35

Additional Funding: N/A

Funding Source: SL4B

Account Number (ORG-OBJ-Project): 7056666-490704

Attachments

1. Contract
2. Map
3. Estimate 12967
4. Form 1295 Certificate 101443038
5. HB-89 - Verification - 10-15-25

6. SB-13 (STATE OF TEXAS SENATE BILL 13 VERIFICATION) Form - 10-15-25
7. SB-19 (STATE OF TEXAS SENATE BILL 19 VERIFICATION) Form - 10-15-25

CITY OF SUGAR LAND
STANDARD CONTRACT FOR SMALL CONSTRUCTION PROJECTS
(Rev. 8-13-24)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: *Ellie Mason*

Date:

Date: 09/08/2025

Title:

Title: Operations Manager

Company: fun abounds, Inc.

MATTER NUMBER: 7504M
APPROVED AS TO FORM:

II. General Information and Terms.

Project: Shade Structures & Turf Flooring for IPRC Outdoor Fitness Area, CPK 2402

Contractor: fun abounds, inc., 114 Venice, Sugar Land, TX 77478

Maximum Contract Amount: \$123,250.00

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 **30** 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 **7** Calendar Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: **\$250** per Calendar Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: **\$100** per Calendar Day

Contract Parts: This Contract consists of the following parts:



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CPK2402 IPRC Cardio Room Build Out



This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, the City of Sugar Land assumes no liability or damages due to errors, or omissions. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. If any errors are detected, please contact the GIS Division of Information Technology at (281)275-2379.



City Council Agenda Request October 21, 2025

Agenda Request No: VII.K.

Agenda of: City Council Meeting

Initiated by: Jennifer Umali, Administrative Coordinator

Presented by: David White, Assistant Police Chief

Responsible Department: Police

Agenda Caption:

**MEMORANDUM OF UNDERSTANDING WITH FORT BEND INDEPENDENT
SCHOOL DISTRICT**

Consideration of and action on the memorandum of understanding between the City of Sugar Land and Fort Bend Independent School District regarding overlapping jurisdiction to coordinate law enforcement activities.

Recommended Action:

The Sugar Land Police Department recommends City Council approve the memorandum of understanding between the City of Sugar Land and Fort Bend Independent School District regarding overlapping jurisdiction to coordinate law enforcement activities.

Executive Summary:

The Fort Bend Independent School district has established a school district police department. Per Texas Education Code 37.081, the school district police department is required to enter into a memorandum of understanding with law enforcement agencies which have overlapping jurisdiction to coordinate their law enforcement activities. Fort Bend ISD Police Department and the City of Sugar Land have overlapping jurisdictions and are therefore required to enter into the memorandum of understanding.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. 1.2 MOU Sugar Land PD 2025-2027

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into between the Fort Bend Independent School District ("Fort Bend ISD") and the City of Sugar Land pursuant to the Texas Education Code, 37.081(g).

RECITALS:

WHEREAS, FBISD has established a school district police department;

WHEREAS, the Texas Education Code, 37.081, requires a school district police department to enter into a memorandum of understanding with the law enforcement agencies with which it has overlapping jurisdiction;

WHEREAS, the Fort Bend ISD Police Department has overlapping jurisdiction with the City of Sugar Land; and

WHEREAS, the parties hereto seek to coordinate their law enforcement activities;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, both parties desire to enter into this MOU as follows:

1. This MOU is entered into by and between the parties for the period of three (3) years, beginning on the latest of the dates this MOU is signed by the parties hereto.
2. The Chief of Police, or head of each Law Enforcement Agency named herein, shall act as the contact person(s) for purposes of implementing the terms of this MOU.
3. With respect to communication, the parties agree as follows:
 - a. The City of Sugar Land will communicate with Fort Bend ISD pursuant to Art. 15.27, and Art. 62.054 of the Texas Code of Criminal Procedure involving students arrested for certain offenses as well as communicating all other matters that may be required pursuant to applicable law.
 - b. The Fort Bend ISD Police Department will comply with statutory requirements pursuant to the applicable Education Code regarding notifications to local police departments in overlapping jurisdictions, in this case the City of Sugar Land. Notifications should include but are not limited to those acts classified as violations of the Texas Penal Code. Notifications shall be made orally and in writing.
 - c. To the extent permitted by law, each party agrees to share reliable criminal intelligence when received, and when it is determined that it will affect the overlapping jurisdiction. i.e. gangs, weapons, narcotics, etc.
 - d. To the extent permitted by law, the Fort Bend ISD Police Department will provide the City of Sugar Land with yearly crime

data including but not limited to any submission of an FBI Uniform Crime Report (UCR) or The National Incident Based Reporting System (NIBRS).

4. The parties also agree to coordinate efforts as follows:

- a. The jurisdiction of the Fort Bend ISD Police Department shall include all territory within the boundaries of the political subdivision determined by the State of Texas as the Fort Bend ISD. The jurisdiction includes all campuses and all property real and personal, outside the boundaries of the district that is owned, leased, rented by, or otherwise under the control of Fort Bend ISD. Fort Bend ISD police officers will have the primary responsibility for law enforcement on all property owned, leased, or rented, by Fort Bend ISD.
- b. The City of Sugar Land will assist in those cases when the offense exceeds the limited resource capacity of the Fort Bend ISD Police Department.
- c. The Fort Bend ISD Police Department will enforce all criminal laws, including municipal ordinances, county ordinances, and state laws within the Fort Bend ISD territorial boundaries when it affects the safety and welfare of its students, employees, visitors, and/or Fort Bend ISD property.
- d. The Fort Bend ISD Police Department may join with the City of Sugar Land in fighting off-campus crimes that involve the safety and welfare of its students, employees, and/or school district properties, and/or instances of mutual aid benefiting either or both the Fort Bend ISD and the City of Sugar Land. When Fort Bend ISD police officers are working with officers of the City of Sugar Land, the jurisdiction of the Fort Bend ISD police officers extends to include all territories within the jurisdiction of the City of Sugar Land police officers, as that territory is a subset of Fort Bend ISD.
- e. The Fort Bend ISD Police Department agrees to participate in joint training exercises with the City of Sugar Land, as appropriate.
- f. It is agreed that each party of this MOU has specialized training to handle tactical situations. The Fort Bend ISD Police Department will be first responders on Fort Bend ISD property under the direction of its Chief of Police or his designee. Once the resources of that unit are exhausted in the judgment of the Fort Bend ISD Police Department, the Sugar Land Police Department/East Fort Bend County SWAT Team (EFBCO-SWAT) will then become the primary tactical unit under the direction of the Sugar Land Chief of Police, or his designee (EFBCO-SWAT commander).
- g. The Fort Bend ISD Police Department and the City of Sugar Land will assist each other in ensuring a safe educational environment for all Fort Bend ISD students. Nothing in this MOU reduces or diminishes the current high level of cooperation that exists between the Fort Bend ISD Police Department and the City of Sugar Land. Rather, the MOU represents joint/ongoing commitment to enhance that level of cooperation, and to enhance service to those citizens we jointly represent.

TERMINATION

Any party to the agreement may terminate this MOU, with or without cause, by simply notifying the other party in writing of its intention to terminate the agreement. The inability of any party to perform any duty under this MOU because of insufficient personnel, equipment or supplies available during an emergency or significant event shall not constitute cancellation or termination of the MOU.

DISAGREEMENTS

Disagreements between the parties will be brought to the attention of the head of each party or his/her designee for resolution. Nothing in this agreement is meant to reduce the current level of cooperation that exists between the parties.

LIABILITY

It is understood and agreed between the parties that each party will be responsible for its own acts or omissions, including the acts and omissions of its police officers, employees, officers, trustees, and agents and will remain responsible for each of their employees' supervision, direction, control, and payment of wages. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, will be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including immunity. The parties specifically agree that each party will be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing any complaint, claim, or cause of action brought against it, its respective employees, officers, trustees, and/or agents, resulting from the provision of services pursuant to the MOU.

RELATIONSHIP OF THE PARTIES

This MOU is a contract for the performance of governmental functions by governmental entities, and Fort Bend ISD and City will be engaged in the conduct of a governmental function while providing and/or performing any service under the MOU. Fort Bend ISD and City are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. It is the intention of the parties that City is independent of Fort Bend ISD and neither it nor any of its employees is an employee, agent, joint venture, or partner of Fort Bend ISD. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between Fort Bend ISD and City or Fort Bend ISD and City's agents. City agrees that Fort Bend ISD has no responsibility for any conduct of any of City's employees, officers, agents, or representatives.

SIGNATORIES

[Type here]

MEMORANDUM OF UNDERSTANDING

[Type here]

IN WITNESS WHEREOF, the parties have executed this MOU effective upon the
Effect Date set forth above.

APPROVED:

FORT BEND INDEPENDENT SCHOOL DISTRICT

By:

MARC SMITH, Ed.D.
SUPERINTENDENT OF SCHOOLS

DATE: _____.

CITY OF SUGAR LAND

BY:

City Manager

DATE: _____.

PRINTED NAME

TITLE



City Council Agenda Request October 21, 2025

Agenda Request No: VII.L.

Agenda of: City Council Meeting

Initiated by: Tracey Siu, Fire/EMS Administrator

Presented by: Mark Campise, Chief of Fire-EMS

Responsible Department: Fire

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-46**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING A GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FOR FISCAL YEAR 2024 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM; AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO SIGN DOCUMENTS TO ADMINISTER AND IMPLEMENT THE GRANT.

Recommended Action:

Sugar Land Fire Department recommends that City Council approve Resolution 25-46 accepting the FY2024 Assistance to Firefighters Grant award in the amount of \$225,750.00 and approve a budget amendment in the amount of \$205,227.27 to revenues and expenditures.

Executive Summary:

On December 3, 2024, city council approved Resolution No. 24-64 authorizing the submission of a grant application to the US Department of Homeland Security Federal Emergency Management Agency for the Fiscal Year 2024 Assistance to Firefighters Grant Program (AFG). This grant is to cover advanced health assessments, specifically cancer, cardiovascular and mental health screenings. The inclusion of these screenings is essential for prevention and early detection at a more treatable stage, which could significantly reduce future healthcare costs and worker's compensation claims.

The City of Sugar Land was notified on September 23, 2025, that their application submitted for the FY2024 AFG funding opportunity has been approved for a two-year grant in the amount of \$225,750.00, with a city match of 10% or \$20,522.73. This grant funding will provide for comprehensive NFPA 1580 compliant physicals for all Sugar Land Fire Department uniformed personnel to include additional screenings for cancer, cardiovascular disease, and mental health. The performance/budget period for the grant is September 30, 2025, through September 29, 2027.

Sugar Land Fire Department recommends that City Council approve Resolution 25-46 accepting the FY2024 Assistance to Firefighters Grant award in the amount of \$225,750.00 and approve a budget amendment in the amount of \$205,227.27 to revenues and expenditures.

Budget

Expenditure Required: \$20,522.73

Current Budget: \$70,770.00

Additional Funding: N/A

Funding Source: Assistance to Firefighters Grant & Fire Operations Budget

Account Number (ORG-OBJ-Project): 1018110541025

Attachments

1. 1.1 Grant Acceptance Resolution - AFG Grant 9-30-25
2. EMW-2024-FG-03778 - Award Package (1)

RESOLUTION NO. 25-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING A GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FOR FISCAL YEAR 2024 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM; AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO SIGN DOCUMENTS TO ADMINISTER AND IMPLEMENT THE GRANT.

WHEREAS, on or about December 3, 2024, the City Council of the City of Sugar Land (“City”) approved Resolution No. 24-64, finding it in the best interest of the citizens of the City to submit an application to the U.S. Department of Homeland Security, Federal Emergency Management Agency, for the Assistance to Firefighters Grant (AFG) Program (the “Grant”), to seek funding for air compressor/fill station/cascade systems for Self-Contained Breathing Apparatus, which are critical to enhancing firefighter safety and operational effectiveness, and for wellness and fitness initiatives, including cancer and cardiac screenings, to protect firefighter health; and

WHEREAS, the U.S. Department of Homeland Security, Federal Emergency Management Agency, has approved a portion of the City’s application for the Grant; and

WHEREAS, the City Council agrees to provide all applicable matching funds as required by the Grant; and

WHEREAS, the City Council of the City of Sugar Land finds it is in the best interest of the citizens of the City of Sugar Land to accept the Grant, and to approve the related grant agreement; NOW, THEREFORE,

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

Section 1. That the City accepts the U.S. Department of Homeland Security, Federal Emergency Management Agency, for the Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program (the “Grant”), to fund periodic physical exam/health screenings, and further authorizes the City Manager, or his designee, to sign documents to administer and implement the Grant.

Section 2. That the City agrees to provide the applicable matching funds as required by the Grant.

Section 3. That in the event of loss or misuse of any Grant funds awarded to the City, the City assures that the awarded Grant funds will be returned to the U.S. Department of Homeland Security, Federal Emergency Management Agency in full.

APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

DAnn Shea Smith

Linda Mendenhall, City Clerk

Attachment:

Exhibit A – Award Letter dated September 23, 2025



City Council Agenda Request October 21, 2025

Agenda Request No: VII.M.

Agenda of: City Council Meeting

Initiated by: Yomara Frias, Administrative Coordinator

Presented by: Steve Budny, Director of IT, Data, and Security

Responsible Department: Information Technology

Agenda Caption:

CONTRACT WITH EZEE FIBER

Consideration of and action on authorizing the execution of a contract with Ezee Fiber for network communications services to connect City assets to a fiber optic infrastructure, in the amount of \$2,490,000, inclusive of one-time construction and equipment costs of \$500,000.

Recommended Action:

The Information Technology Department staff recommend the approval of a contract with Ezee Fiber, LLC for fiber optic network communications of City assets in the amount of \$2,984,140 over 15 years

Executive Summary:

The City of Sugar Land has identified a need to connect City owned assets to a fiber optic infrastructure. Assets include items such as facilities, traffic cabinets, wells, storage tanks, water plants, waste water plants, and lift stations. In 2021, the City commissioned the engineering firm HR Green to develop a master plan for network communications across City assets. The recommendation was to build out a City owned fiber optic network to improve performance and reliability, address aging and outdated infrastructure, and provide for future facing network communications for emerging technologies arise. At the time, the costs associated with the design and construction of a City owned network was estimated between \$10M and \$12M and not pursued.

In 2024, the City engaged in discussions with the fiber optic internet provider, Ezee Fiber, to determine if there was a reasonable opportunity to connect City assets to the high speed fiber backbone Ezee Fiber was constructing throughout the City. Ezee Fiber proposed connecting 116 assets to a private wide area network over their infrastructure. The proposed yearly spend is around \$166k. The City currently spends nearly \$200k on network communications for less assets and at much slower speeds. The recurring cost of the new set of connections reduces costs and provides an order of magnitude more value.

The contract term is 15 years with optional 15-year extensions. The total contract value is \$2.49M excluding installation. The 15-year term will avoid rate increases, having to renegotiate communications contracts every 3 to 5 years and result in long-term savings. There is a one-time cost for installation and equipment. Although Ezee is planning for over 60% coverage in Sugar Land, they would be laying fiber in areas that are not part of their coverage in order to connect all the identified assets. The one-time cost of installation and equipment is \$500K.

In addition to this opportunity, the City will be able to save money by decommissioning the Three Tier Wireless network used to connect a majority of the traffic cabinets and a number of lift stations. The Three Tier network is an industrial grade line of sight wireless network over a reserved frequency. It is difficult to manage and maintain, is not always reliable, and incurs significant expense every time equipment is upgraded or replaced. The equipment is on a 5 year replacement cycle at a cost of approximately \$2.5M each update. The City will potentially save at least \$7.5M over 15 years by decommissioning this network.

This opportunity is unique and without a viable competitive alternative. Ezee Fiber is actively building out their network with multiple crews operating within and around the City of Sugar Land. This allows them to take advantage of both scale and ongoing planned activity to offer the City of Sugar Land an unparalleled proposal. The Department of Information Technology recommends approving the contract with Ezee Fiber for \$2.49M inclusive of the one time costs of construction and equipment in the amount of \$500K.

Budget

Expenditure Required: \$500,000

Current Budget: \$500,000

Additional Funding: NA

Funding Source: General Operations IT Budget

Account Number (ORG-OBJ-Project): 1011157-541000

Attachments

1. Form 1295
2. HB-89
3. SB-13
4. SB-19
5. Ezee Master Products & Services Agreement
6. EZEE MPSA
7. FiberOptic Infrastructure Project Access Points



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

Metro Ethernet and IP Transit Service(s) Supplement

(For use with CityofSugarLand122024)

Parties:

	"Customer"	"EZEE FIBER TEXAS"
Company Name	City of Sugar Land	Ezee Fiber Texas.
Street, Suite	P.O. Box 110	14850 Woodham Dr., Ste. B-105
City, State ZIP	Sugar Land, TX 77487	Houston, Texas 77073

MPSA # CityofSugarLand122024

This Metro Ethernet and IP Transit Service(s) Supplement ("**Supplement**") provides the terms and conditions applicable to Metro Ethernet and IP Transit Service and is effective as of the last date of execution below ("**Supplement Effective Date**") by and between the Parties listed above, and is attached to and made a part of the **Master Product and Services Agreement ("MPSA")** by and between these same Parties. Unless otherwise defined herein, capitalized terms in this Supplement shall have the definitions attributed thereto in the General Terms and Conditions to the Master Products and Services Agreement.

I. ADDITIONAL DEFINITIONS

"EZEE FIBER TEXAS Demarc" is a point specified in an Order Form which is either a (i) Building Fiber Demarc; (ii) EZEE FIBER TEXAS POP Demarc; (iii) Type 2 Fiber Demarc; or (iv) Type 2 Circuit Demarc, as defined herein;

"EZEE FIBER TEXAS Equipment" means EZEE FIBER TEXAS telecommunications devices, apparatus and associated equipment located at the Customer Location that enables the ordered Service;

"EZEE FIBER TEXAS Internet Gateway" or **"Gateway"** refers to a location on the EZEE FIBER TEXAS Network where the interconnects with the Internet;

"EZEE FIBER TEXAS POP" refers to EZEE FIBER TEXAS's point of presence at which EZEE FIBER TEXAS provides interconnectivity to its network routes and facilities;

"EZEE FIBER TEXAS POP Demarc" is a port or common distribution point at an EZEE FIBER TEXAS POP which may be made available for Customer to access the EZEE FIBER TEXAS Network to receive the ordered Service;

"Add-On Service" shall have the meaning ascribed to it in Section 2 below;

"Allocated Monthly Charge" or **"Allocated MRC"** means a portion of a Monthly Charge or Bundled Monthly Charge allocated by Service and/or each Customer Location on a pro-rata basis;

"Bandwidth" or **"BW"** means the amount of data (quantified as "Mbps or Gbps") transferred by Customer's equipment or made available to Customer;

"Building Fiber Demarc" is a point from where EZEE FIBER TEXAS generally distributes fiber strands within a building;



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

Metro Ethernet and IP Transit Service(s) Supplement

(For use with CityofSugarLand122024)

"Bundled Monthly Charge" or **"Bundled MRC"** means an un-itemized Monthly Charge for multiple Services specified in an Order Form;

"Conduit" means piping that runs within a building or underground to protect cables;

"Cross-Connect" means a single mode, multimode, or copper patch cord;

"Customer Equipment" means Customer's own premise equipment used to connect to the Service;

"Customer Location" is an address wherein EZEE FIBER TEXAS will handoff Service to Customer;

"Delivery Date" is the date that EZEE FIBER TEXAS informs Customer that Service is delivered to the applicable Service Demarc(s) notwithstanding any notice provisions in the Agreement to the contrary. Notification(s), as EZEE FIBER TEXAS deems appropriate, may be in the form of email, fax, or an EZEE FIBER TEXAS Customer Service Delivery Letter (the "CSDL");

"Extended Demarc" indicates on an Order Form whether additional connectivity is required between the EZEE FIBER TEXAS Demarc and the Service Demarc;

"IP Transit" means internet connectivity and Bandwidth provisioned by EZEE FIBER TEXAS to Customer pursuant to an Order Form, and shall be further defined in Section 2 below;

"Location License" means the necessary building licenses, approvals or permissions from a building manager, landlord, or data center operator for a Party to (where applicable) (i) utilize building entrance or in-building ducts, (ii) install, maintain and access inside plant facilities, including, without limitation, termination panels, Riser/Cable, Conduit, or Cross-Connects or (iii) utilize necessary space and power (in each case in a form acceptable to EZEE FIBER TEXAS);

"Metro Ethernet Service" shall have the meaning ascribed to it in Section 2 below;

"Riser/Cable" means inside plant (including vertical or horizontal riser cable) or outside plant (including underground stub or bridge cables) cable;

"Service" shall mean any Metro Ethernet Service or Add-On Service;

"Service Credit" means a credit that Customer is eligible to receive if EZEE FIBER TEXAS fails to meet the Service Levels set forth in Section 8 below;

"Service Demarc" is the network interface point specified in an Order Form where EZEE FIBER TEXAS hands off the Service to Customer. Where possible, the Service Demarc will be used as the point where EZEE FIBER TEXAS tests the Service unless otherwise specified in the Order Form. Unless otherwise specified in the Order Form, the Service Demarc is the only location that the Customer may access the EZEE FIBER TEXAS Network;

"Service Handoff" refers to the type of interfaces that Customer must provide in order for its Customer Equipment to be compatible with the ordered Service;

"Service Level" shall have the meaning ascribed to it in Section 8 below;

"Service Outage" means a complete interruption of a Service over and contained within the EZEE FIBER TEXAS Network;



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

Metro Ethernet and IP Transit Service(s) Supplement

(For use with CityofSugarLand122024)

“Site Environment” means the requisite space, racks, power, security and other facilities and other environmental conditions necessary to support and operate the EZEE FIBER TEXAS Equipment and telemetry to support out of band management;

“SLA Exclusion” shall have the meaning ascribed to it in Section 8 below;

“Type 2” means a circuit or fiber optic infrastructure specified in an Order Form provided by a third party carrier and/or its network and utilized by EZEE FIBER TEXAS to enable a Service;

“Type 2 Circuit Demarc” is a point where a third party carrier terminates a Type 2 circuit or other infrastructure;

“Type 2 Limitation” means any Service Level impairment attributable to the inability of a Type 2 circuit to support one or more of the following applications over the Service, unless otherwise set forth in an Order Form: (i) jumbo frames (Ethernet frames with more than 1,500 bytes of payload (MTU)), (ii) Quality of Service, (iii) multicast transparency; or (iv) Bandwidth Availability and Packet Delivery Service Levels.

II. SERVICE DESCRIPTIONS

2.1 **“Metro Ethernet Service”** means one or more kinds of layer 2 Ethernet connectivity provided by EZEE FIBER TEXAS within a metropolitan region between Customer Locations. Metro Ethernet Service includes, without limitation, the following types of Services:

- a. **Metro Ethernet DF:** Ethernet connectivity between two (2) Customer Locations across a completely private managed network over dedicated optical fiber strands and dedicated EZEE FIBER TEXAS Equipment on both ends;
- b. **Metro Ethernet Dedicated:** Ethernet connectivity between two (2) Customer Locations via reserved Bandwidth over EZEE FIBER TEXAS’s metro Ethernet network;
- c. **Metro Ethernet Type 2:** Ethernet connectivity between two (2) Customer Locations, where at least one [1] Customer Location is served by a third party Type 2 circuit or fiber optic infrastructure, with guaranteed Bandwidth (Metro-E DF or Dedicated service) over the portion served by EZEE FIBER TEXAS’s metro Ethernet network.

2.2 **Add-On Services - Metro Ethernet:**

- a. **Circuit Protection:** The Metro Ethernet Service is provided via two (2) or more circuits as primary and secondary circuits, and will maintain the Service in the event of a failure of one of the circuits. The primary and secondary circuits may be partially collapsed (limited or no Path Protection between the primary and secondary) and therefore, may be affected by an event on the physical part of the network.
- b. **Path Protection:** The Metro Ethernet Service is provided via two (2) or more circuits and diverse paths as primary and secondary circuits. Since the primary and secondary circuits will be routed along physically



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

Metro Ethernet and IP Transit Service(s) Supplement

(For use with CityofSugarLand122024)

diverse paths from each other, an event or circuit failure on one path will not impact operation of the other circuit.

- 2.3 **“IP Transit”** means internet connectivity provided by EZEE FIBER TEXAS to one or more Customer Locations. IP Transit includes the following types of Services:

- a. **IP Transit - Dedicated:** *Bandwidth listed in the Service Order is dedicated for Customer's use and will not be oversubscribed;*
- b. **IP Transit - Burst:** *Bandwidth listed in the Service Order is shared and subject to oversubscription.*

- 2.4 **Add-On Services - IP Transit:**

- a. **Circuit Protection:** *The IP Transit Service is provided via two (2) or more circuits as primary and secondary to diverse EZEE FIBER TEXAS Internet Gateways, and will maintain the Service in the event of a failure of one of the circuits or Gateways. The primary and secondary circuits may be partially collapsed (limited or no Path Protection between the primary and secondary) and therefore, may be affected by an event on the physical part of the network.*
- b. **Path Protection:** *The IP Transit Service is provided via two (2) or more circuits and diverse paths as primary and secondary circuits to diverse EZEE FIBER TEXAS Internet Gateways. Since the primary and secondary circuits will be routed along physically diverse paths from each other, an event or circuit failure on one path will not impact operation of the other circuit.*
- c. **Other:** *Customer may further request related services such as additional IP Addresses, primary and secondary DNS, or BGP. Access to and use of EZEE FIBER TEXAS's IP addresses are subject to availability and ARIN's technical or administrative requirements and amended from time to time.*

III. BILLING TERMS

- 3.1 **Commencement Date(s).** The “Commencement Date” of a Service shall be the earlier of (i) five (5) calendar days after the Delivery Date or (ii) the date that Customer begins using such Service. If the Delivery Date is delayed as a result of Customer’s failure to fulfill its obligations under the Agreement (including, without limitation, failure to obtain the necessary Location License(s), or viable Conduit, Riser/Cable or Cross-Connects, if applicable, that interoperate with EZEE FIBER TEXAS infrastructure or equipment), EZEE FIBER TEXAS will give Customer written notice to cure such failure within thirty (30) calendar days. If Customer fails to cure within such period, the Commencement Date will be deemed to be the expiration date of such thirty (30) calendar day period.
- 3.2 **Incrementally Delivered Services.** Customer acknowledges and agrees that, unless specified in an Order Form, EZEE FIBER TEXAS may incrementally deliver individual Services, when ready, which may result in different Commencement Dates and Terms for such incrementally delivered Services. For multiple Services listed as one line item in the Service Order, EZEE FIBER TEXAS may incrementally deliver Service to each Customer Location when ready. The Term for incrementally delivered Services shall begin on the Commencement Date of the first Customer Location(s) delivered and end after the period specified as the Term from the Commencement Date of the last Customer Location delivered. Unless separately set forth in an Order Form, the charges for incrementally delivered Services shall be determined on a pro rata basis. Ezee Fiber agrees to



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

Metro Ethernet and IP Transit Service(s) Supplement

(For use with CityofSugarLand122024)

consult with the City of Sugar Land to prioritize locations and receive services incremental or otherwise that minimizes overlapping coverage and recurring costs with other network service providers under contract with the City of Sugar Land.

- 3.3 Change, Cancellations, and Early Termination Charges.** Customer may submit a change to a previously submitted Service Order at any time prior to the Commencement Date. There are no non-recurring fees, change fees, or cancellation charges for changes to a Service Order prior to the Commencement Date, however, depending on the extent of the changes, the pricing may change for the Services ordered and may require an amended Service Order. If after providing a valid order for service to EZEE FIBER TEXAS, and prior to delivery of the Service by EZEE FIBER TEXAS, customer will be permitted to cancel such order within five (5) business days without incurring any charges. If the order is cancelled without cause after five (5) business days but before the Commencement Date, Customer will be liable for the costs directly incurred by EZEE FIBER TEXAS in connection with provisioning the service plus 15%. Costs must be documented and a direct result of the cancelled order. For any Service Order terminated by the Customer after the Commencement Date but prior to the expiration of its term, for reasons other than EZEE FIBER TEXAS's default, or if EZEE FIBER TEXAS cancels any Service Order due to Customer's default, the Customer shall pay all charges incurred and unpaid to date and also pay as liquidated damages, within thirty (30) days of receipt of an associated invoice, 100% of all documented and communicated unpaid or waived NRCs, 100% of all unpaid MRC for the remainder of the first year of the Service Order term, 50% of all unpaid MRC for the remainder of the second year (if any) of the Service Order term, and 25% of the unpaid MRC for the remainder of the Service Order term (if any) (the "Termination Liability"). For a Service that has completed its initial term and subsequently been retermed by the Customer and then terminated by Customer prior to the expiration of the retermed term, the Customer shall pay all charges incurred and unpaid to date and also pay as liquidated damages, within thirty (30) days of receipt of an associated invoice, 100% of all documented and communicated unpaid or waived NRCs, 50% of all unpaid MRC for the remainder of the first year of the Service Order retermed term, 25% of all unpaid MRC for the remainder of the second year (if any) of the Service Order retermed term, and 0% of the unpaid MRC for the remainder of the Service Order retermed term (if any) (the "Retermed Termination Liability")

IV. IN-BUILDING IMPLEMENTATION REQUIREMENTS

- 4.1** Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the EZEE FIBER TEXAS Network. The type of Service Handoff shall be specified in the Order Form.
- 4.2** Customer is responsible, at its sole cost and expense, for connecting to the Service Demarc specified in the Order Form.
- 4.3** If an Extended Demarc is required, the Order Form shall describe the Party responsible for supplying the Riser/Cable, Conduit, and/or Cross-Connects to connect the EZEE FIBER TEXAS Demarc to the Service Demarc. Customer shall ensure that Riser/Cable supplied by Customer is technically compatible with EZEE FIBER TEXAS's facilities (e.g. fiber type, connector type, etc.). If



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necessary, Customer must provide reasonably sufficient descriptive information about Customer supplied Riser/Cable that interconnects with EZEE FIBER TEXAS's fiber termination panel for EZEE FIBER TEXAS to identify such Riser/Cable as belonging to Customer.

- 4.4 Each Order Form shall designate the Party responsible for the necessary Location License(s). If Customer is the responsible party, Customer, at its sole cost and expense, will obtain and maintain for the duration of the Order Form Term any necessary Location License(s). However, notwithstanding Customer's responsibility, if EZEE FIBER TEXAS is required by a third party to obtain and maintain such Location License(s) on Customer's behalf, Customer agrees to reimburse EZEE FIBER TEXAS for its costs relating to obtaining and maintaining such Location License(s) during the Term. If EZEE FIBER TEXAS is the responsible party, EZEE FIBER TEXAS will use commercially reasonable efforts to obtain and maintain the necessary Location License(s). EZEE FIBER TEXAS will notify Customer if it is unable to obtain and maintain such Location License(s) timely to deliver the related Service(s) by the Estimated Delivery Date (specified in an Order Form). In such event, unless Customer elects in writing to undertake to obtain such Location License(s) itself, either Party may terminate the related Service(s) upon written notice to the other without further liability or obligation to either Party with respect to such Service(s).

V. USE OF SERVICE

- 5.1 EZEE FIBER TEXAS is providing the Service for Customer's exclusive use. Customer shall have no right or interest in any EZEE FIBER TEXAS-provided optical fiber strands or any EZEE FIBER TEXAS Equipment.
- 5.2 Customer may not, without the express written consent of EZEE FIBER TEXAS, perform or contract with any third party to perform, any repairs or maintenance to the EZEE FIBER TEXAS Network. Customer will not install any equipment to be used with the Service that damages or interferes with the EZEE FIBER TEXAS Network.

VI. EZEE FIBER TEXAS EQUIPMENT

- 6.1 All EZEE FIBER TEXAS Equipment remains the sole and exclusive property of EZEE FIBER TEXAS or its supplier and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such EZEE FIBER TEXAS Equipment and EZEE FIBER TEXAS Network, which may never be deemed a fixture to real property. Customer may not adjust, encumber, repair or attempt to repair the EZEE FIBER TEXAS Equipment, and may not remove or relocate the EZEE FIBER TEXAS Equipment without the prior written consent of EZEE FIBER TEXAS. Customer may not cause any liens to be placed on the EZEE FIBER TEXAS Equipment or EZEE FIBER TEXAS Network and will cause any such liens to be removed within thirty (30) days of Customer's knowledge thereof. Customer is liable to EZEE FIBER TEXAS for any loss or damage to the EZEE FIBER TEXAS Equipment other than loss or damage resulting from an act or omission of EZEE FIBER TEXAS, its employees, contractors or agents.
- 6.2 If an Order Form specifies that Customer is required to obtain space and power to support EZEE FIBER TEXAS Equipment for managed Services, for the duration of the Term, Customer must procure, at its sole cost and expense, the Site Environment set forth in an Order Form. The Site



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Environment shall meet EZEE FIBER TEXAS's specifications, specified in an Order Form, to support the EZEE FIBER TEXAS Equipment where applicable.

- 6.3 If applicable, Customer agrees to provide all reasonable assistance to EZEE FIBER TEXAS in procuring, and installing or activating necessary telecommunication circuits and facilities as necessary to provide telemetry from the Customer Locations to EZEE FIBER TEXAS's monitoring center(s) to enable out of band management. Customer shall provide adequate space and power to support the related telemetry equipment. Except for costs associated with local telephone lines, other monthly telecommunication costs and any reasonable installation costs shall remain the responsibility of EZEE FIBER TEXAS.

VII. MONITORING AND MAINTENANCE

- 7.1 EZEE FIBER TEXAS will perform all maintenance and repairs to the EZEE FIBER TEXAS Equipment and the EZEE FIBER TEXAS Network as it deems necessary to ensure proper functioning of the Service. EZEE FIBER TEXAS will maintain the EZEE FIBER TEXAS Network and EZEE FIBER TEXAS Equipment, at no additional charge to Customer, except as provided in Section 7.3. Should any condition exist in any portion of the EZEE FIBER TEXAS Network that may impair the integrity of the Service or if EZEE FIBER TEXAS determines that it is necessary to conduct tests and adjustments to maintain the efficient working order of the EZEE FIBER TEXAS Network, EZEE FIBER TEXAS will, at its sole discretion, initiate and coordinate planned maintenance, which may include the deactivation of a network segment or other facility that supports the Service. Except for emergency maintenance (where EZEE FIBER TEXAS shall provide such notice as is reasonable practicable), EZEE FIBER TEXAS will typically limit Service affecting work to the hours between 12 A.M. and 6 A.M. or other times as it deems appropriate, and use all reasonable efforts to give Customer three (3) calendar days or more prior notice of scheduled maintenance events.
- 7.2 Customer shall procure for EZEE FIBER TEXAS reasonable access to the Customer Location(s) for purposes of the installation, repair, maintenance, inspection or removal of EZEE FIBER TEXAS Equipment and/or EZEE FIBER TEXAS Network. To enable EZEE FIBER TEXAS to perform maintenance on EZEE FIBER TEXAS Equipment, Customer will permit EZEE FIBER TEXAS to install software revisions released by the related third party equipment manufacturers. Customer shall be responsible for arranging rights-of-entry from owners or managers of any Customer Locations to which Customer has rights of access, and for obtaining any permits or licenses related to such premises.
- 7.3 If all or part of the EZEE FIBER TEXAS Equipment or EZEE FIBER TEXAS Network requires restoration, replacement or repair by reason of an act or omission of Customer, or its employees, agents or contractors, such repair, replacement and/or restoration may be made by EZEE FIBER TEXAS, at Customer's sole expense, in accordance with EZEE FIBER TEXAS's then current time and materials rates plus Applicable Taxes. In the event that EZEE FIBER TEXAS dispatches personnel for a Service Level failure caused by Customer equipment or personnel, EZEE FIBER TEXAS will invoice and



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Customer agrees to pay EZEE FIBER TEXAS's actual costs for time and travel associated with the dispatch.

- 7.4 EZEE FIBER TEXAS or its agents will provide real-time monitoring of the Service twenty-four (24) hours a day, seven (7) days a week. EZEE FIBER TEXAS will promptly respond to all failures to meet a Service Level via (i) an acknowledgement and subsequent notification to Customer of any service-affecting alarm or (ii) directly answering Customer's report of a failure.
- 7.5 Customer may notify EZEE FIBER TEXAS's Network Operations Center ("**NOC**") of service problems by telephone to the contacts listed in the Customer Service Delivery Letter (CSDL). Such contacts may be updated by EZEE FIBER TEXAS from time to time upon notice to Customer.
- 7.6 A Service Outage is measured from the time that Customer reports such failure to EZEE FIBER TEXAS or when EZEE FIBER TEXAS opens a trouble ticket upon receiving a service affecting alarm



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until such time that EZEE FIBER TEXAS notifies Customer that effective use of the Service has been restored, minus any period attributable to a SLA Exclusion.

7.7 EZEE FIBER TEXAS may subcontract its installation and maintenance obligations to a third party, without consent of Customer, and EZEE FIBER TEXAS will remain liable for all such obligations.

VIII. SERVICE LEVEL AGREEMENT (“SLA”)

8.1 Service Levels:

Service	Description	Max. # of hours or Uptime Percentage	Measurement Timeframe	Service Credit for Affected Customer Location(s)
Dark Fiber	Time that Service remains unavailable due to a Service Outage	99.0% per Calendar Quarter	Per Incident	5% of the Allocated MRC for each full four (4) hour period, up to 50% of the MRC allocated to the affected circuit
Metro Ethernet Dedicated	Time that Service remains unavailable due to a Service Outage	99.0% Unprotected 99.9% Protected	Per Incident	5% of the Allocated MRC for each full four (4) hour period, up to 50% of the MRC allocated to the affected circuit
IP Transit Dedicated	Time that Service remains unavailable due to a Service Outage or oversubscription	99.0%	Per Incident	5% of the Allocated MRC for each full four (4) hour period, up to 50% of the MRC allocated to the affected circuit
IP Transit Dedicated (On-Net Data Center/POP)	Time that Service remains unavailable due to a Service Outage or oversubscription	99.999%	Not Applicable	Non offered, unless otherwise specified in the Service Order.
IP Transit Burst	Time that Service remains unavailable due to a Service Outage or oversubscription	Best Effort	Not Applicable	Non offered, unless otherwise specified in the Service Order.

8.2 Service Level Exclusions:



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The failure to meet a Service Level excludes any periods caused by one or more of the following: (i) an event of Force Majeure; (ii) an act or omission of Customer, its employees, agents or contractors; (iii) Customer attempting to exceed the maximum capacity of a port connection or any other rate limitation as set forth in the Order Form; (iv) failure attributed to Customer's side of the Service Demarc; (v) the use or failure of any Customer Equipment, power or Customer-provided connectivity between the EZEE FIBER TEXAS Demarc and Service Demarc; (vi) any period of time during which EZEE FIBER TEXAS personnel or contractors are denied access to Customer Locations; (vii) planned network maintenance periods; (viii) any relocation of a Customer Location or reconfiguration of a Service requested by Customer; (ix) Type 2 Limitation or; (x) events or outages on the Internet side of EZEE FIBER TEXAS's internet router (outside of the EZEE FIBER TEXAS Network) at any one of EZEE FIBER TEXAS's Internet Gateway(s) (each a "SLA Exclusion").

8.3 General Terms for Service Credits

- a. Cumulative Service Credits in a given calendar month shall not exceed 50% of the Allocated MRC associated with the affected Customer Location(s) for the month in which the Service Credit(s) accrued;*
- b. If Customer is entitled to multiple types of Service Credits arising from the same incident, such credits shall not be cumulative but Customer will be entitled to the highest of such Service Credits;*
- c. To be eligible to receive Service Credits, Customer must cooperate in good faith with EZEE FIBER TEXAS to trace the root cause of the related Service Outage;*
- d. Service Credits are applied to Customer's account upon written request and must be submitted within ten (10) business days of the end of the month in which the incident giving rise to eligibility for a Service Credit occurred;*
- e. Requests for Service Credits must be sent to EZEE FIBER TEXAS by (i) opening a trouble ticket via the EZEE FIBER TEXAS customer portal interface or (ii) by sending an email to TSC@ezeefiber.com and include: trouble ticket number, affected Service (including addresses of the affected Customer Locations) date and time of the Service Outage, Customer's name, name of Customer's designated point-of-contact (POC) and its primary phone number, and a brief description of the problem;*
- f. Service Credits are Customer's sole and exclusive remedy and EZEE FIBER TEXAS's sole and exclusive liability with respect to EZEE FIBER TEXAS's failure to meet the Service Levels herein and such failure shall not be deemed to be a breach of the Agreement by EZEE FIBER TEXAS.*

IX. USE AND POLICIES

- 9.1 Illegal Use.** Customer will cooperate in any investigation of Customer's alleged illegal use of EZEE FIBER TEXAS's facilities or other networks accessed through the EZEE FIBER TEXAS Network. If Customer fails to cooperate with any such investigation, EZEE FIBER TEXAS may suspend Customer's Service. Additionally, EZEE FIBER TEXAS may modify or suspend Customer's Service in the event of illegal use of the EZEE FIBER TEXAS Network or as necessary to comply with any law or regulation, including, without limitation, the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by EZEE FIBER TEXAS.
- 9.2 Other Networks.** Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the EZEE FIBER TEXAS Network and/or through other public and private networks. EZEE FIBER TEXAS is not



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responsible or liable for performance or non-performance of such networks or their inter-connection points.

- 9.3 **Third Party Actions.** At times, actions or inactions caused by third parties (e.g. denial of service attacks) can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. EZEE FIBER TEXAS cannot guarantee that such situations will not occur and, accordingly, EZEE FIBER TEXAS disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the EZEE FIBER TEXAS Network or its operations, EZEE FIBER TEXAS shall have the right to suspend the Service. EZEE FIBER TEXAS shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the EZEE FIBER TEXAS Network or its operations.
- 9.4 **Acceptable Use and SPAM.** Customer will at all times comply with and conform its use of the Service to EZEE FIBER TEXAS's Acceptable Use Guidelines and Anti-SPAM Policy (collectively, "EZEE FIBER TEXAS Policies") set forth at the EZEE FIBER TEXAS website, as updated from time to time, subject to notice to Customer of any material changes. In the event Customer violates the EZEE FIBER TEXAS Policies where EZEE FIBER TEXAS determines in its reasonable discretion that there is potential harm to its Network or business, EZEE FIBER TEXAS shall have the right to immediately suspend Service. In other cases of violation of the EZEE FIBER TEXAS Policies, EZEE FIBER TEXAS will provide notice and opportunity to cure, to the extent EZEE FIBER TEXAS deems reasonably appropriate, depending on the nature of the violation and the potential harm to the EZEE FIBER TEXAS Network. EZEE FIBER TEXAS, in its reasonable discretion, shall re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.



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The Parties have executed this Supplement as of the last date of execution below.

By EZEE FIBER TEXAS

DocuSigned by:
Josh Schlensker
35C4432B277945D...
Signature

Josh Schlensker SVP of Sales

Print Name and Title

10/6/2025 | 3:20 PM CDT

Dated

By Customer

Signature

Print Name and Title

Dated



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

General Terms and Conditions

Agreement # CityofSugarLand122024

Between:

	"Customer"	"EZEE FIBER TEXAS"
Company Name	City of Sugar Land	Ezee Fiber Texas, LLC
Street, Suite	P. O. Box 110	14850 Woodham Dr., Ste. B-105
City, State ZIP	Sugar Land, TX 77487	Houston, Texas 77073
State / Entity Type	Texas/Municipal	A Delaware Corporation

With addresses for notices sent to:

	Customer	EZEE FIBER TEXAS
Company Name	City of Sugar Land	Ezee Fiber Texas, LLC
Street, Suite	2700 Town Center Blvd. N.	14850 Woodham Dr., Ste. B-105
City, State ZIP	Sugar Land, TX 77479	Houston, Texas 77073
Attention	Steve Budny	Legal, legal@ezeefiber.com
Email	sbudny@sugarlandtx.gov	(713) 255-7500

These General Terms and Conditions together with all Supplements, Order Form(s), Exhibits and other addenda attached hereto from time to time constitute the Master Products and Services Agreement ("Agreement") which is effective as of the last date of execution below ("Effective Date") by and between EZEE FIBER TEXAS and Customer, hereinafter collectively referred to as the "Parties" or individually as a "Party".

I. DEFINITIONS

"Commencement Date" means the date upon which EZEE FIBER TEXAS begins to provide an ordered Product or Service as more fully described in the relevant Supplement or Order Form.

"Customer Location" refers to a location designated in an Order Form for connection to the EZEE FIBER TEXAS Network.

"EZEE FIBER TEXAS Network" means, collectively, the fiber optic network, system capacity and related facilities (including, without limitation, routers, switches and communication channels) owned or controlled by EZEE FIBER TEXAS to the extent it applies to the Product or Service.

"Order Form" refers to any, mutually executed, product order ("Product Order"), service order ("Service Order"), schedule ("Schedule"), or statement of work ("Statement of Work") to these



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General Terms and Conditions and respective Supplement, detailing the Products or Services, the Term, Customer charges, the estimated Commencement Date and any other relevant terms agreed upon by the Parties.

“Products or Services” means the products or services provided by EZEE FIBER TEXAS (including, without limitation, Leased Fiber, In-Building Fiber, Co-location, Bandwidth, Managed Services, Managed Wavelengths and Capacity) to Customer.

“Supplement” means a fully executed supplement to these General Terms and Conditions each containing additional terms and conditions that govern the related Products or Services provided by EZEE FIBER TEXAS.

“Term” means the period of time in which EZEE FIBER TEXAS provides Products or Services to Customer pursuant to an Order Form and any renewals thereto.

II. STRUCTURE OF AGREEMENT

- 2.1 From time to time, the Parties will execute one or more Supplement(s) and Order Forms for EZEE FIBER TEXAS to provide Products or Services, each of which is automatically incorporated into this Agreement and subject to these General Terms and Conditions.

III. INVOICING AND PAYMENT

- 3.1 **Payment.** EZEE FIBER TEXAS will bill the Customer for the services provided at intervals of at least thirty (30) calendar days. Customer will pay EZEE FIBER TEXAS for the services provided for in this Agreement, all of the Customer's payments to EZEE FIBER TEXAS, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Agreement and Chapter 2251 of the Texas Government Code.
- 3.2 **Additional Charges.** If applicable, EZEE FIBER TEXAS will invoice Customer and Customer will pay invoices for any additional charges for Products or Services which are specified in an Order Form. Unless otherwise specified on the invoice, payment is due within thirty (30) days from the date of such invoice.
- 3.3 **Late Fees.** All invoices must be paid in accordance with their terms without setoff or deduction, and late payments will accrue interest on the unpaid sum 30 days from the date of the invoice at the rate of one percent (1%) plus prime per month Pursuant to Texas Government Code 2251.025.
- 3.4 **U.S. Dollars.** Unless otherwise specified on an Order Form, all payments must be made by Customer to EZEE FIBER TEXAS in U.S. dollars

IV. APPLICABLE TAXES

- 4.1 In addition to other amounts due hereunder, Customer shall be responsible for paying all Applicable Taxes. “Applicable Taxes” means all taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon EZEE FIBER TEXAS or Customer, arising from or relating to the provision by EZEE FIBER TEXAS of the Services to Customer (including, without limitation, sales, excise taxes, universal service fees, any other FCC or state PUC fees, and any state or local utility or telecommunications taxes), together with any penalties, fines or interest (resulting from Customer's failure to pay Applicable Taxes hereunder after being invoiced for such) by any U.S. federal, state, provincial or local government, public authority, including its agencies, commissions and tribunals, or their designated agents, having jurisdiction over



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this transaction. Customer shall not be responsible for and Applicable Taxes shall not include taxes on the property or income of EZEE FIBER TEXAS.

- 4.2 Notwithstanding the foregoing, Customer may provide EZEE FIBER TEXAS with a certificate evidencing Customer's exemption from payment of or liability for any Applicable Taxes.

V. TERM

- 5.1 This Agreement commences on the Effective Date and continues through the latest expiration of all Order Form Term(s) subject to this Agreement, unless earlier terminated as provided herein.
- 5.2 The Term for each Order Form begins on the Commencement Date of the related Product or Service and remains in effect until the expiration of the initial period so specified. Upon expiration of the initial term each Order Form will automatically renew for additional periods of one (1) year unless one Party provides the other written notice that it is terminating such Order Form not less than sixty (60) days prior to the end of the Term then in effect.
- 5.3 If Customer's City's city council does not appropriate funds to make any payment for a fiscal year after the Customer's fiscal year in which the Agreement becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then this Agreement automatically terminates at the beginning of the first day of the successive fiscal year. If the Agreement is terminated under this section, Customer will be responsible for payment for all services rendered up to the date of termination, excluding the Termination Clause. (Section 5, Article XI, Texas Constitution)
- 5.4 If Buyer desires to terminate any Service after Seller's acceptance of the Service Order and prior to the expiration of the Service Term, Buyer may do so by providing notification thereof to Seller at least thirty (30) days in advance of such termination. Unless otherwise agreed by the Parties in the Service Order for such terminated Service, in the event of any such termination of such Service or in the event a Service is terminated pursuant to Section 6, Buyer shall pay to Seller, prior to the effective date of such termination, an amount equal to the Termination Charge, which shall be equal to the sum of (i) any Non-Recurring Charges applicable to the terminated Service to the extent not already paid by Buyer (including any and all waived Non-Recurring Charges); (ii) the Recurring Charge and/or minimum Usage Charges applicable to the terminated Service multiplied by the number of months (or other applicable billing interval) then remaining until the end of the applicable Service Term established pursuant to the Service Order for such terminated Service, plus any applicable taxes and surcharges for contributions to Funding Programs; (iii) any termination costs payable by Seller to any third party associated with any portion of the applicable terminated Service being provided on any Third Party Facilities and (iv) any reasonable internal costs that are not otherwise recovered by Seller through the payment of the amounts set forth in (i) through (iii) above.

VI. DEFAULT

- 6.1 The following events are "**Events of Default**", the occurrence of which gives the non-defaulting Party the right to terminate the affected Order Form(s), or the entire Agreement for a nonpayment default, by written notice following the expiration of any stated cure periods and pursue its remedies under the Agreement:
- 6.2 Customer fails to fully pay any of the payments (including Early Termination Charges) required hereunder within thirty (30) days after receipt of written notice of such failure; or
- 6.3 Breach of any material term or condition of this Agreement (including Order Forms) and such breach remains uncured thirty (30) days after delivery to the breaching Party of written notice of such breach. If the breach is of



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a nature or involves circumstances reasonably requiring more than thirty (30) days to cure, the time period may be extended provided the breaching Party proceeds diligently to cure the breach;

- 6.4 Either Party files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law.
- 6.5 If Customer is in default, as set forth above, then, after expiration of the cure period, EZEE FIBER TEXAS may, in addition to any other remedies that it may have under this Agreement or by law, suspend, disconnect and/or repossess any Products or Services, provided, however, that Customer will remain responsible to perform its obligations hereunder.

VII. REPRESENTATIONS AND WARRANTIES

- 7.1 EZEE FIBER TEXAS warrants that any Products and Services to be provided to Customer will be at a professional level of quality conforming to generally accepted industry standards and in compliance in all material respects with all applicable laws and regulations. Except as otherwise expressly provided in this agreement, EZEE FIBER TEXAS does not make, and hereby disclaims, any and all other warranties, express or implied including any and all warranties of merchantability or fitness for a particular purpose.
- 7.2 Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement and all Order Forms, (iii) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products and Services and (iv) this Agreement and all Order Forms, when executed, are the legal, valid and binding obligation of such Party.
- 7.3 Customer acknowledges that EZEE FIBER TEXAS has no ability to determine whether the communications traffic carried by the Products or Services utilizing the EZEE FIBER TEXAS Network is jurisdictionally interstate or intrastate. Customer represents and warrants that the communications traffic to be carried by the EZEE FIBER TEXAS Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule"(47 CFR 36.154, 4 FCC Rcd. 1352), unless Customer provides EZEE FIBER TEXAS written notice otherwise. In either case, Customer will pay all relevant FCC and state Public Utilities Commission taxes and fees.

VIII. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 8.1 THE TOTAL LIABILITY OF EITHER PARTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN ORDER FORM (EXCLUDING EARLY TERMINATION CHARGES (AS DEFINED IN THE RELATED SUPPLEMENT)) IS LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES PAYABLE BY CUSTOMER DURING THE TERM, FOR EACH PERIOD DELIVERED, SET FORTH THEREIN. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR LOST BUSINESS OPPORTUNITIES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO CLAIMS OF CUSTOMER, WHETHER OCCASIONED BY ANY CONSTRUCTION, INSTALLATIONS, RELOCATIONS, SERVICE, REPAIR OR MAINTENANCE PERFORMED BY, OR FAILED TO BE PERFORMED BY EZEE FIBER TEXAS, OR ANY OTHER CAUSE WHATSOEVER,



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INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA OR TECHNOLOGY.

- 8.2 EZEE FIBER TEXAS agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against Customer for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to EZEE FIBER TEXAS's gross negligence or willful misconduct or (ii) infringement or misappropriation by EZEE FIBER TEXAS of any intellectual property rights under this Agreement.
- 8.3 To the extent allowed by Texas law, Customer agrees to indemnify, defend and hold EZEE FIBER TEXAS, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against EZEE FIBER TEXAS for (i) bodily injury or death or damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's gross negligence or willful misconduct, (ii) infringement or misappropriation by Customer of any intellectual property rights under this Agreement, or (iii) Customer's or its customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or illegal conduct.

IX. CONFIDENTIALITY AND PUBLICITY

- 9.1 Each Party agrees that certain information furnished to it by the other Party, including maps, network routes, design information, methodologies, specifications, and locations are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). Each Party will treat the Proprietary Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach hereof.
- 9.2 Neither Party may issue any advertising or other publicity material using the other Party's name or marks or describing in any way the terms of this Agreement without first receiving the other Party's written consent as to form and content, which consent may not be unreasonably withheld, conditioned, or delayed.

X. ASSIGNMENT

- 10.1 Customer shall not assign or transfer this Agreement without the EZEE FIBER TEXAS prior written consent, except that either Party may assign this Agreement upon notice and without the other Party's consent to a person, firm, corporation, partnership, association, trust or other entity (i) that controls, is controlled by or is under common control with the assigning Party or (ii) which purchases all or substantially all of its assets; provided that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment. Any assignment or transfer without the required consent is void and is considered a material breach of this Agreement. Upon any permitted assignment, the assigning Party will remain jointly and severally responsible for the performance



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under this Agreement, unless released in writing by the other Party, and this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

XI. FORCE MAJEURE

11.1 Neither party will be considered in breach of this Agreement nor liable under this Agreement for any delays, failures to perform, damages or losses, or any consequence thereof, caused by or attributable to an event of "Force Majeure," which is defined as any cause beyond the reasonable control of the party claiming relief, including without limitation the action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labor dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut caused by a third-party or failure of a third party to recognize a permit, authorization, right-of-way, easement, right, license or other agreement obtained by EZEE FIBER TEXAS to construct and operate its facilities or network.

XII. NOTICES

12.1 All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must be in writing and will be deemed given: (i) when delivered in person, (ii) one (1) business day after deposit with an overnight delivery service for next day delivery, or (iii) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth on first page hereof. In addition, EZEE FIBER TEXAS may send Customer notices, other than notices for default or termination, to Customer's email address as contained on EZEE FIBER TEXAS's customer contact list. Such email notification is deemed delivered on the day sent unless returned to sender.

XIII. MISCELLANEOUS

13.1 **Governing Law.** This Agreement will be interpreted and construed in accordance with the internal laws of the State of Texas without giving effect to its principles of conflicts of laws. This Agreement and the duties and obligations of the Parties hereunder shall be enforceable against any of the Parties in the courts of Harris County, Texas.

13.2 **Survival.** The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

13.3 **No Third-Party Beneficiaries.** The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns.

13.4 **Relationship of the Parties.** The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement may not be deemed to constitute a partnership, joint venture or agency agreement between them.

13.5 **Remedies Not Exclusive.** Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other rights and remedies at law or in equity.

13.6 **Headings and Severability.** The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. In the event any term of this Agreement is held invalid,



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illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected.

- 13.7 **No Implied Waiver.** No failure to exercise and no delay in exercising, on the part of either Party, any right, power or privilege hereunder will operate as a waiver, except as expressly provided herein.
- 13.8 **Execution and Counterparts.** This Agreement may be executed in counterparts, including by facsimile or other electronic transmission, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.
- 13.9 **Order of Precedence.** If any conflict or contradiction exists between these General Terms and Conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these General Terms and Conditions and the terms of an Order Form, the terms of the Order Form will control.

XIV. ENTIRE AGREEMENT - AMENDMENT - EXECUTION

This Agreement, including all Supplements, Order Forms, Exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written. This Agreement may be amended only by a written instrument executed by the Parties.



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

General Terms and Conditions

Agreement # CityofSugarLand122024

The Parties have executed this Agreement as of the last date of execution below.

By EZEE FIBER TEXAS

DocuSigned by:

Josh Schlensker

35C4432B277945D...

Signature

Josh Schlensker

SVP of Sales

Print Name and Title

10/6/2025 | 3:20 PM CDT

Dated

By Customer

Signature

Print Name and Title

Dated

The City of Sugar Land - FiberOptic Infrastructure Project

Dedicated Fiber Ethernet, Dedicated Internet Access and GPON

Service Order for MSA:CityofSugarland122024

City Property	Type	Address	Latitude	Longitude	Service	MRC	NRC	Bandwidth	Term
FIRE ADMINISTRATION	Facility	10415 CORPORATE DR	29.63361205	-95.60040237	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
FIRE STATION #1	Facility	555 MATLAGE WAY	29.61271131	-95.63574133	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
FIRE STATION #2	Facility	1040 INDUSTRIAL BLVD	29.64115963	-95.60722474	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
FIRE STATION #3	Facility	2255 SETTLERS WAY	29.59145336	-95.59497213	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
FIRE STATION #4	Facility	2100 AUSTIN PKWY	29.58537915	-95.61800446	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
FIRE STATION #5	Facility	5735 COMMONWEALTH BL	29.55889655	-95.63083618	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
FIRE STATION #7	Facility	1301 CHATHAM AVE	29.59212801	-95.657419	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
SUGAR LAND PD / MUNICIPAL COURT	Facility	1200 STATE HWY 6 SOUTH	29.60349635	-95.63711021	Dedicated Internet Access	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
SUGAR LAND PUBLIC WORKS DEPARTMENT	Facility	111 GILLINGHAM LN	29.62613586	-95.61532772	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
SURFACE WATER TREATMENT PLANT - MAIN B	Water Plant	14601 VOSS RD	29.644121	-95.640428	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
Visitor Center	Facility	198 KEMPNER ST	29.620470	-95.635959	Dedicated Fiber/ Ethernet	\$ 577.00	\$ 4,165.50	1G (Dedicated)	15 year
SUGAR LAND CITY HALL	Facility	2700 Town Center Blvd N	29.595311	-95.621727	Dedicated Internet Access	\$ 2,670.00	\$ 4,165.50	10G (Dedicated)	15 year
AustinPkwY_Crosslakes	Signal	AustinPkwY_Crosslakes	29.57498	-95.585	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Brooks_Guenther	Signal	Brooks_Guenther	29.61822	-95.6352	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Burney_Vinehill	Signal	Burney_Vinehill	29.64083	-95.63690	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Burney_Voss	Signal	Burney_Voss	29.64449	-95.63920	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Commonwealth_Elkins	Signal	Commonwealth_Elkins	29.55924	-95.6297	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
DairyAshford_Alston	Signal	DairyAshford_Alston	29.65503	-95.59790	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
DairyAshford_Corporate	Signal	DairyAshford_Corporate	29.63300	-95.59780	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
DairyAshford_wAirport	Signal	DairyAshford_wAirport	29.64819	-95.59780	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Dulles_AveE	Signal	Dulles_AveE	29.60642	-95.58230	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Dulles_Broadmoor	Signal	Dulles_Broadmoor	29.61274	-95.58250	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Dulles_Cartwright	Signal	Dulles_Cartwright	29.58361	-95.58090	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Dulles_Lexington	Signal	Dulles_Lexington	29.60107	-95.58210	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Dulles_PlantationColony	Signal	Dulles_PlantationColony	29.59163	-95.58200	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Dulles_Viking	Signal	Dulles_Viking	29.61919	-95.58260	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Eldridge_Bournewood	Signal	Eldridge_Bournewood	29.64001	-95.61880	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Eldridge_Florence	Signal	Eldridge_Florence	29.65699	-95.61910	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Eldridge_Greenway	Signal	Eldridge_Greenway	29.64770	-95.61890	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Eldridge_JessPirtle	Signal	Eldridge_JessPirtle	29.63613	-95.61870	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Eldridge_Lakeview	Signal	Eldridge_Lakeview	29.62744	-95.61860	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Eldridge_Nantucket	Signal	Eldridge_Nantucket	29.65343	-95.61900	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Eldridge_Seventh	Signal	Eldridge_Seventh	29.63101	-95.61870	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Eldridge_WAirport	Signal	Eldridge_WAirport	29.65096	-95.61900	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Eldridge_Woodchester	Signal	Eldridge_Woodchester	29.64392	-95.61890	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
FirstColony_ColonySq	Signal	FirstColony_ColonySq	29.59257	-95.6371	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
FirstColony_Meadowcroft	Signal	FirstColony_Meadowcroft	29.59929	-95.6371	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
FirstColony_US59ServeRd	Signal	FirstColony_US59ServeRd	29.59104	-95.636	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Industrial_JessPirtle	Signal	Industrial_JessPirtle	29.63689	-95.60730	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Industrial_SchlumbergerDrwy	Signal	Industrial_SchlumbergerDr	29.62842	-95.60600	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
JessPirtle_Gillingham	Signal	JessPirtle_Gillingham	29.63716	-95.61350	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Lexington_AustinPkwY	Signal	Lexington_AustinPkwY	29.58894	-95.6232	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
NewTerritory_Chatham	Signal	NewTerritory_Chatham	29.59142	-95.65770	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
NewTerritory_HomewardEast	Signal	NewTerritory_HomewardEa	29.59057	-95.66310	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
NewTerritory_HomewardWest	Signal	NewTerritory_HomewardW	29.59090	-95.67510	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
SH6_CROWN GARDEN	Signal	SH6_CrownGarden	29.63320	-95.65140	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
SH6_Imperial	Signal	SH6_Imperial	29.62722	-95.6508	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Sweetwater_AlcornOaks	Signal	Sweetwater_AlcornOaks	29.57506	-95.62760	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Sweetwater_AustinPkwY	Signal	Sweetwater_AustinPkwY	29.58030	-95.61150	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year

Sweetwater_Elkins	Signal	Sweetwater_Elkins	29.57688	-95.62970	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Sweetwater_Greystone	Signal	Sweetwater_Greystone	29.58011	-95.63050	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Sweetwater_Lexington	Signal	Sweetwater_Lexington	29.58665	-95.63240	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Sweetwater_TownCenter	Signal	Sweetwater_TownCenter	29.58665	-95.63240	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
AUSTIN PKWY WATER PLANT	Water Plant	1402 AUSTIN PKWY	29.58622	-95.61938	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
HOMEWARD WAY GROUNDWATER PLANT	Water Plant	5505 HOMEWARD WAY	29.598306	-95.660795	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
LAKEVIEW WATER PLANT	Water Plant	1101 LAKEVIEW DR	29.62788	-95.616721	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
SUGAR CREEK WATER PLANT	Water Plant	2330 COUNTRY CLUB BLVD	29.611741	-95.599929	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
FIRST COLONY BLVD WATER PLANT	Water Plant	1950 FIRST COLONY BLVD	29.59379	-95.638526	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
ELDRIDGE RD OFF SITE WELL	Well	1106 ELDRIDGE RD	29.63671	-95.61844	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
GRANTS LAKE OFFSITE WELL	Well	2628 GRANTS LAKE BLVD	29.593187	-95.613917	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
GREAT OAK OFFSITE WELL	Well	1526 GREAT OAKS LN	29.596622	-95.630797	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
LAURA RD OFF SITE WELL	Well	13330 LAURA MORRIS DR	29.63306	-95.61647	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
SOLDIERS FIELD OFFSITE WELL	Well	112 SOLDIERS FIELD CT	29.603557	-95.638902	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
WILLOWBANK OFFSITE WELL	Well	4226 WILLOWBANK CT	29.580478	-95.626513	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
NORTH WASTEWATER TREATMENT PLANT	Waste Water Plant	16450 SOUTHWEST FWY	29.595	-95.629	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
ELEVATED WATER STORAGE TOWER	Elevated Water Tower	1040 INDUSTRIAL BLVD	29.641375	-95.606858	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
MASON RD ELEVATED WATER TANK	Elevated Water Tower	13944 OAKWOOD LN	29.645182	-95.632089	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
MERRICK ELEVATED WATER TANK	Elevated Water Tower	722 MERRICK DR	29.59404	-95.6303	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
SETTLERS WAY ELEVATED WATER TANK	Elevated Water Tower	2255 SETTLERS WAY BLVD	29.591727	-95.594603	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
UNIVERSITY ELEVATED WATER TANK	Elevated Water Tower	1101 US 59 FRONTAGE RD	29.57136	-95.66122	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
RIVERSTONE WATER PLANT	Water Plant	5200 ROSEWOOD MANOR LN	29.542617	-95.618277	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Sweetwater_US59	Signal	Sweetwater_US59	29.58934	-95.63460	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
TownCenter_MallRingRd	Signal	TownCenter_MallRingRd	29.59006	-95.6267	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_Chatham	Signal	University_Chatham	29.60334	-95.6479	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_Commonwealth	Signal	University_Commonwealth	29.55915	-95.63980	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_Elkins	Signal	University_Elkins	29.55479	-95.62870	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_Lexington	Signal	University_Lexington	29.57666	-95.64780	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_Meadowcroft	Signal	University_Meadowcroft	29.59866	-95.6488	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_NewTerritory	Signal	University_NewTerritory	29.59397	-95.64860	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_SH6	Signal	University_SH6	29.60897	-95.64300	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_Telfair	Signal	University_Telfair	29.58524	-95.6483	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US59_DairyAshford	Signal	US59_DairyAshford	29.62158	-95.6015	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_SH6_East	PTZ Pole	US90_SH6_East	29.61386	-95.64850	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_SH6_North	PTZ Pole	US90_SH6_North	29.61592	-95.64980	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_SH6_South	PTZ Pole	US90_SH6_South	29.61190	-95.64750	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_SH6_West	PTZ Pole	US90_SH6_West	29.61329	-95.64980	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US59_University	Signal	US59_University	29.58094	-95.64800	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US59_US90	Signal	US59_US90	29.62837	-95.59320	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US59_WilliamsTrace	Signal	US59_WilliamsTrace	29.60703	-95.6136	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_Brooks	Signal	US90_Brooks	29.61992	-95.63520	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_CommerceGreen	Signal	US90_CommerceGreen	29.62493	-95.61000	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_CunninghamCreek	Signal	US90_CunninghamCreek	29.60106	-95.69130	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_DairyAshford	Signal	US90_DairyAshford	29.62634	-95.60290	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_Easton	Signal	US90_Easton	29.60837	-95.66030	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_Eldridge	Signal	US90_Eldridge	29.62321	-95.61880	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_EllisCreek	Signal	US90_EllisCreek	29.60654	-95.66540	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_Gillingham	Signal	US90_Gillingham	29.62419	-95.61380	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_Industrial	Signal	US90_Industrial	29.62574	-95.60590	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_Main	Signal	US90_Main	29.62035	-95.63310	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_Savoy	Signal	US90_Savoy	29.62102	-95.62970	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_SH6	Signal	US90_SH6	29.61353	-95.64920	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_Ulrich	Signal	US90_Ulrich	29.61908	-95.63780	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
US90_University	Signal	US90_University	29.61679	-95.64250	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
wAirport_Alston	Signal	wAirport_Alston	29.65064	-95.61650	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
wAirport_Burney	Signal	wAirport_Burney	29.64947	-95.63950	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
WAirport_Gillingham	Signal	WAirport_Gillingham	29.64689	-95.61220	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year

WAirport_Industrial	Signal	WAirport_Industrial	29.64546	-95.60800	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
WilliamsTrace_Edgewater	Signal	WilliamsTrace_Edgewater	29.59637	-95.60390	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
WilliamsTrace_Lexington	Signal	WilliamsTrace_Lexington	29.60058	-95.60810	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
WilliamsTrace_Parkway	Signal	WilliamsTrace_Parkway	29.60622	-95.61280	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_SH6_North	PTZ Pole	University_SH6_North	29.6074	-95.6409	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
University_SH6_South	PTZ Pole	University_SH6_South	29.61024	-95.6448	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Amil Gates	Facility	1015 Alvin-Sugarland Rd	29.60651	-95.6376	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Business Park Pump Station	Facility	12686 Cardinal Meadows	29.64305	-95.6058	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Dam 3	Facility	4015 Brenner Ct	29.60159	-95.5933	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Woodchester Groundwater Plant	Facility	13743 Woodchester	29.64181	-95.6265	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Sugar Lakes Pump Station	Pump Station	307 Kingfisher Dr	29.61046	-95.622529	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
Venetioan Pump Station	Pump Station	601 Lombardy Dr	29.61536	-95.622683	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
South Waste Water Treatment Plant	Waste Water Plant	4802 SCENIC RIVERS DR	29.555	-95.594	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year
New Territory Waste Water Treatment Plant	Waste Water Plant	4050 U.S. 90	29.57755485	-95.6961937	Fiber	\$ 46.00	\$ 4,165.50	1G (GPON)	15 year

Tom Bailey
Director, Gov/Ed Business Development
281.520.6865
tom.bailey@ezeefiber.com

DocuSigned by:

Josh Schlensker

Signature, Ezee Fiber: _____ Date: _____

SVP of Sales

Title, Ezee Fiber: _____

MRC = Monthly Recurring Charge
NRC - Non Recurring Charge
This document is used in conjunction with the MSA and applicable product supplement.
Signature, City of Sugarland: _____ Date: _____

MRC Subtotal	NRC Subtotal
\$ 13,985.00	\$ 499,860.00



City Council Agenda Request October 21, 2025

Agenda Request No: VII.N.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

MUSIC ADVISORY BOARD APPOINTMENTS

Consideration of and action on the appointment of Dominique McCormick and Sarah Kuo for expiring terms on September 30, 2026, to the Music Advisory Board.

Recommended Action:

Appoint Music Advisory Board Members

Executive Summary:

n/a

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 October 21, 2025

Agenda Request No: VII.O.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

PARCS ADVISORY BOARD APPOINTMENTS

Consideration of and action on the appointment of HoJin Lim, Heather Guillen, Kelsey Johnson, Chris Delay, Kelsey Low, Andy Phan, Tracy Pipes, Joan Maresh-Hansen, and Sonny Johnston for terms expiring September 30, 2026; and appointment of HoJin Lim as Chair and Heather Guillen as Vice Chair, for terms expiring September 30, 2026, to the PARCS Advisory Board.

Recommended Action:

Appointment of PARCS Advisory Board Members.

Executive Summary:

n/a

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 October 21, 2025

Agenda Request No: VII.P.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

INDEPENDENT ETHICS REVIEW BOARD APPOINTMENTS

Consideration of and action on the appointment of Doug Earle, Member, Steve Traile, Member, Laura Bowen, Alternate, and Marc Martinez, Alternate for terms expiring September 30, 2028; and appointment of Krista Stegemiller, Chair, and Andrew Wolf, Vice Chair, for terms expiring September 30, 2028, to the Independent Ethics Review Board.

Recommended Action:

Executive Summary:

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

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

Attachments

None



City Council Agenda Request October 21, 2025

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: Fenglin du, Parks Development Manager

Presented by: Fenglin Du, Parks Development Manager

Responsible Department: Parks

Agenda Caption:

CULLINAN PARK CONSERVANCY DONATION

Consideration of and action on acceptance of a donation from the Cullinan Park Conservancy, in the amount of \$60,000.00 for Cullinan Park Phase III Design, CIP PK2302.

Recommended Action:

Consideration of and Action on Acceptance of a donation from the Cullinan Park Conservancy, in the amount of \$60,000.00, in cash for Cullinan Park Phase III Design, CIP PK2302.

Executive Summary:

Staff recommends that the City accept the eighth donation check in the amount of \$60,000.00 from the Cullinan Park Conservancy for Phase III design development and construction documentation.

Cullinan Park Background: MOU & Interlocal Agreement

On May 19, 2015, the City of Sugar Land ("City") and the Cullinan Park Conservancy ("Conservancy") entered into a Memorandum of Understanding ("MOU") regarding the financial contribution and development of Cullinan Park ("Park"). The MOU outlines the contribution benchmarks that the Conservancy must meet for the City of Sugar Land to annex the Park for operations and maintenance. The Conservancy shall also raise funds for capital improvements that are consistent with the intent that the Park be a place of natural beauty and peacefulness.

Additionally, on or about June 22, 2015, the City of Sugar Land, City of Houston, and Houston Parks Board, LGC entered into an Interlocal Agreement for the operation, maintenance, and construction of permanent improvements for the Cullinan Park. Under the Interlocal Agreement:

- Use of the Park will remain consistent with its existence as a place of peacefulness and natural beauty;
- Landowner will remain as the City of Houston and the Houston Parks Board. City of

- Sugar Land will receive a right of entry for a 30-year term;
- City of Sugar Land will be responsible for managing, operating, controlling, and supervising the Park;
- Conservancy shall be responsible for raising the capital funds to support the Park's development.

Donations & Ongoing Capital Improvement Planning

On January 19, 2016, the City annexed the Park by adopting Ordinance 2039.

From May 2016 to November 2018, the City accepted three donations from Cullinan Park Conservancy, totaling \$1,209,381.56, which funded the phase I design and construction of the restroom, trailhead, boardwalk, signage and White Lake East Trails. Phase I was completed in Fall 2019.

From December 2020 to June 2023, the City accepted three more donations from the Conservancy, totaling \$1,540,500.00, which funded the phase II design and construction of additional parking, trailheads, art monument and 1.2 miles of trails. Phase II was completed in Spring 2024.

On December 17, 2024, the City accepted donations from the Conservancy for the Phase III design: an in-kind contribution of \$124,611.22 for the Phase III conceptual design contract, and a \$390,000 check to fund the design development and construction documentation. Phase III is a nature play area for families and children to learn, explore and play (LEAP) in nature, including interactive play, tree house, trails, boardwalk, pavilion, wetland, signage, etc.

In August 2025, the Conservancy committed an additional \$60,000 to fund Phase III construction documentation. Any remaining funds after the design is complete will be applied by the City toward Phase III construction costs.

This eighth donation check brings the Cullinan Park Conservancy's total cash and in-kind contributions to date to \$3,437,042.08.

Budget

Expenditure Required: 0

Current Budget: \$390,000

Additional Funding: \$60,000

Funding Source: Donations

Account Number (ORG-OBJ-Project): 5013225-621015-CPK2302

Attachments

None



City Council Agenda Request October 21, 2025

Agenda Request No: IX.A.

Agenda of: City Council Meeting

Initiated by: Ruth M. Lohmer, Redevelopment Planning Manager

Presented by: Ruth M. Lohmer, Redevelopment Planning Manager

Responsible Department: Redevelopment

Agenda Caption:

PUBLIC HEARING 6:00 P.M.: Receive and hear all persons desiring to be heard on the proposed changes to the Lake Pointe Redevelopment District, Chapter 2, Part 5 of the Development Code.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2390:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, PROVIDING A RECOMMENDATION ON THE PROPOSED CHANGES TO THE LAKE POINTE REDEVELOPMENT DISTRICT, CHAPTER 2, PART 5 OF THE DEVELOPMENT CODE.

Recommended Action:

Hold public hearing and first reading of Ordinance No. 2390 amending the Lake Pointe Redevelopment District, Chapter 2, Part 5 of the Development Code.

Executive Summary:

The purpose of this agenda item is for City Council to hold a public hearing and first consideration of Ordinance No. 2390 amending the Lake Pointe Redevelopment (LPR) district, Chapter 2, Part 5 of the Development Code.

Background

The LPR district was originally created and applied to the 52-acre former Fluor campus in December 2023. The district was created in alignment with the City's Strategic Action Plan priority of Fostering Sensitive Redevelopment, and specifically preparing priority sites — Imperial and Lake Pointe — for redevelopment.

As with all zoning regulations, the LPR district is not a static or exact reflection of the vision for the site. Zoning regulations are living documents that need to be continually evaluated and modified to reflect market realities, site conditions and limitations, and other forces driving development. As such, staff have continued to evaluate and refine district regulations and

brought forward two revisions to the district since its creation.

In May 2025, City Council approved the Redevelopment Concept Plan and Redevelopment Agreement with Lovett, the developer who purchased the property. Since that time, staff and Lovett have collaborated on the design and layout of the site and together have identified additional necessary changes to the LPR district, which are being proposed in Ordinance No. 2390. These changes to the Lake Pointe Redevelopment district regulations will enable redevelopment to achieve the compact high-quality development envisioned for the site. Changes include reductions in front building setbacks, removal of the minimum density requirement, adjustments to building heights and side setbacks, and others.

Ordinance No. 2390

The proposed changes to the Lake Pointe Redevelopment District are described in the attached Summary of Draft Code Changes and the full amendment is provided in two versions: Ordinance No. 2390 Lake Pointe Redevelopment District Amendments and Code Changes Redline.

Additional exhibits are also attached to demonstrate the code in action, including:

- Conceptual Site Layout, showing how lots, alleys, and mews are anticipated to be laid out across the site
- Layout of Phase 1, showing in more detail how Phase 1 is expected to be designed
- House sections of 3-story, 3.5-story and 4-story homes, showing floor heights and overall height

In addition, attached is an exhibit (Examples of Mews Lots) showing other developments with mews and townhomes or urban homes to provide City Council with examples of this type of development.

P&Z Review

The Planning and Zoning Commission held a workshop on September 9, 2025 to review the proposed changes to the Lake Pointe Redevelopment District. The Commission asked clarifying questions about the changes and expressed a desire to see exhibits which would demonstrate the proposed changes. The Commission also expressed concern about the increase in middle housing maximum height (from 50 feet to 60 feet) and the decrease in the minimum mews width (from 30 feet to 14 feet). Staff worked with the developer to evaluate options for these areas of concern and modified the proposed amendments. As a result, the minimum mews width were adjusted to 20 feet; maximum building heights were reduced from 50 feet to 45 feet on mews, and from 60 feet to 55 feet on public streets.

The Commission held a public hearing, consideration and action on September 25, 2025. No members of the public spoke during the public hearing. The Commission unanimously recommended approval of the amendments to City Council.

Public Hearing

All the requirements for holding a public hearing have been met, including placing the notice in the local newspaper, on the City's website, and in the vestibule of City Hall. Staff has not received any inquiries or opposition to the proposed changes. A copy of the public hearing notice is attached.

Recommendation and Next Steps

The Planning and Zoning Commission recommends approval of the proposed changes to the Lake Pointe Redevelopment district.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. Ordinance No. 2390 Lake Pointe Redevelopment District Amendments
2. Summary of Draft Code Changes
3. Code Changes Redline
4. Conceptual Site Layout
5. Phase 1 Site Layout
6. Mews Section and Examples
7. House Sections
8. CC PH Notice 10.21.25

ORDINANCE NO. 2390

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 2 OF THE LAND DEVELOPMENT CODE BY AMENDING REGULATIONS FOR THE LAKE POINTE REDEVELOPMENT ZONING (LPR) DISTRICT.

WHEREAS, the Planning and Zoning Commission has recommended that the City's Land Development Code be amended to enable redevelopment of the Lake Pointe Redevelopment Zoning (LPR) District and achieve the compact high-quality development envisioned for the site; and

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

WHEREAS, the City Council finds that the proposed amendments comply with the City's comprehensive plan and now deem it appropriate to make such changes; **NOW, THEREFORE**;

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

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

Section 2. That Chapter 2, Article II of the Land Development Code is revised by amending Section 2-118 to read as follows:

Sec. 2-118. - District Regulations

A. *Regulations for Nonresidential, Multi-Family and Mixed-Use Development.* The following bulk regulations apply to all Nonresidential, Multi-family, and Mixed-Use sites in the Lake Pointe Redevelopment District:

Table 2-118.1: Bulk Regulations for Nonresidential, Multi-Family and Mixed-Use Development	
Description	Regulation
Setbacks	
Front, minimum/maximum	0/5 feet (a)
Street side, minimum/maximum	0/5 feet (a)
Interior side, minimum	0 feet (b)
Rear, minimum	5 feet (b)
Other	
Building height, max	(c)
Building street frontage, minimum	See Sec. 2-121.C

REFERENCES

- a. Front and Street Side
 - i. Shall be measured from the back of the Pedestrian Realm.
 - ii. If an easement is present, and it prevents the structure from being located on the maximum building line, 75% of the building face shall be built to the easement line.
- b. Measured from the property line.
- c. Airport Height Hazard Regulations apply.

B. Regulations for Middle Housing Development. The following bulk regulations apply to Middle Housing sites in the Lake Pointe Redevelopment District. See Figures 2-118.A.1—2-118.A.5. for detail.

Table 2-118.2: Bulk Regulations for Middle Housing Development		
Description		Regulation
Setbacks		
Front, minimum/maximum		0/20 feet (a)
Street side, minimum/maximum		0/20 feet (a)
Interior Side, min	Dwelling, Single Family Attached (Townhome)	(b)
	Dwelling, Two-Family (Duplex)	3 feet
	Dwelling, Urban Home	(c)
	Dwelling, Multiplex	5 feet
Rear, minimum		5 feet (d)
Other		
Building height, maximum	Lots fronting on a public Street	4 stories but not more than 55 feet
	Lots fronting on a Mews	3 stories but not more than 45 feet
Dwelling, Urban Home Maximum Lot Width		40 feet (e)
REFERENCES		
a. Front and Street Side		
i. For lots fronting on a Street, the Front Yard setback shall be measured from the back of the Pedestrian Realm. ii. If an easement is present and it prevents the structure from being located on the maximum building line, 60% of the building face shall be built to the easement line.		
b. Townhome attached on 2 sides - 0 feet. Townhome attached on 1 side and other side yard open - 3 feet.		
c. Side setbacks shall be established on the plat and shall be:		
i. Three feet on each side; or ii. Zero feet on one side and 6 feet on second side; or. iii. For the rear 40 feet of the lot: zero feet on one side and six feet on the other; and for the front of the lot: three feet on each side. iv. For ii. and iii above, zero-foot side must abut required 6-foot Yard on adjacent lot. A 3-foot maintenance easement adjacent to the lot line and within the 6-foot side yard shall be delineated on the plat, and there shall be a right to access the 0-foot building line side from the maintenance easement for maintenance purposes		
d. Rear, minimum shall be as follows:		
i. For rear-loading lots, Rear Yard setback shall be measured from the edge of alley or private drive pavement.		
e. For corner lots, maximum lot width shall be 50 feet.		

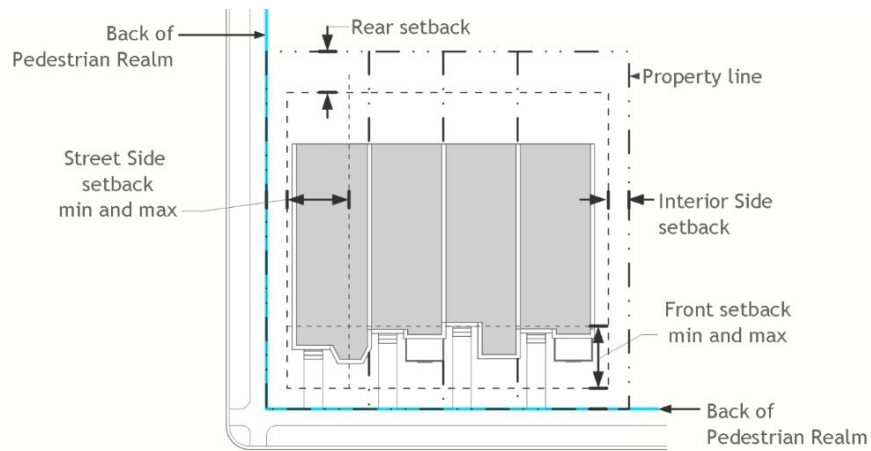


Figure 2-118.A.1: Setbacks – Single-Family Attached

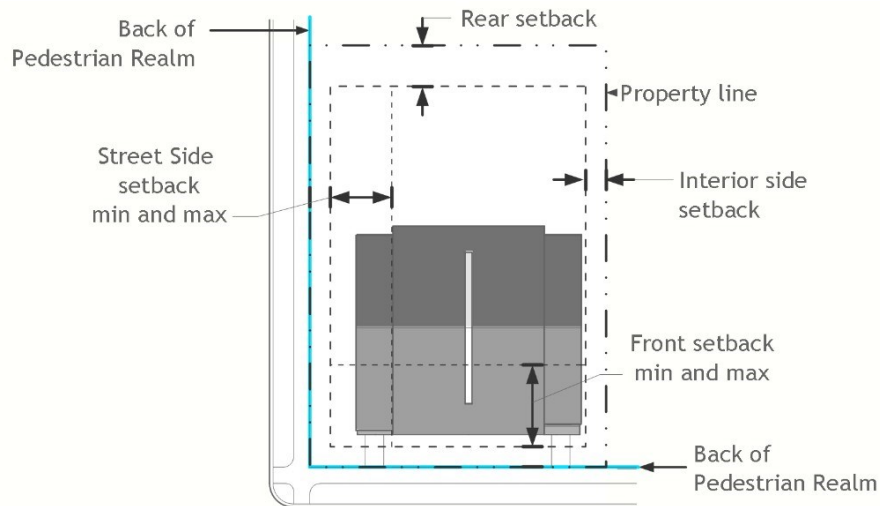


Figure 2-118.A.2: Setbacks – Two-Family (Duplex)

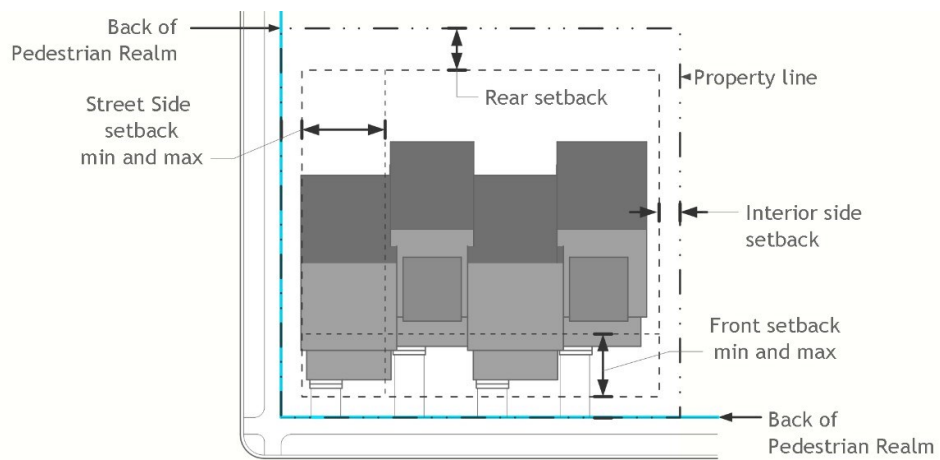


Figure 2-118.A.3: Setbacks – Triplex, Quadplex and Sixplex

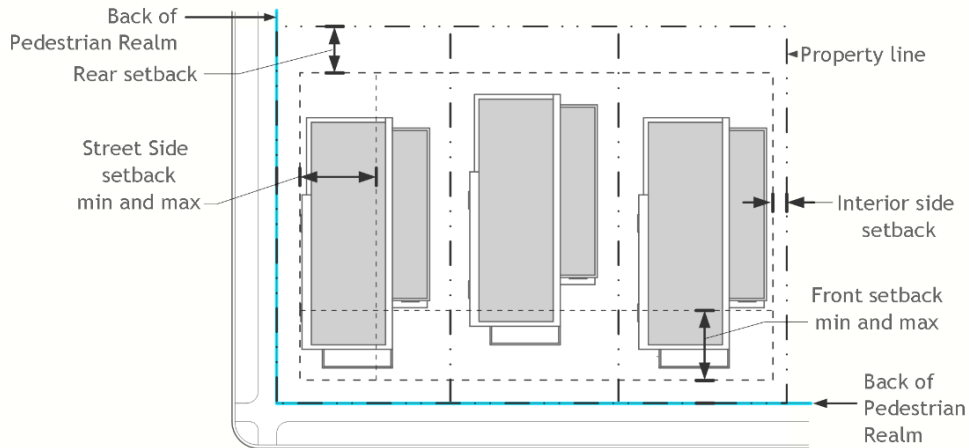


Figure 2-118.A.4: Setbacks – Urban Home Dwelling

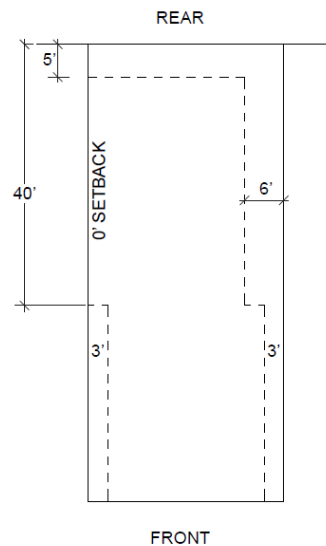


Figure 2-118.A.5: Variable Side Setbacks - Urban Home Dwelling

Section 3. That Chapter 2, Article II of the Land Development Code is revised by amending Section 2-122 to read as follows:

Sec 2-122. - Building Design – Middle Housing Development.

A. Building Orientation and Entrances.

1. Buildings shall be oriented so that the Primary Facade faces and provides pedestrian access to a Street, Civic Space, or Mews. Mews shall be a minimum of 20 feet wide, measured from property line to property line, and include a 5-foot-wide paved walkway that connects and provides pedestrian access from each Dwelling Unit to a Street.

2. The orientation of the Primary Entrance and façade of residential dwellings shall be consistent with the established pattern along the block face.
3. No residential structure shall be sited diagonally or otherwise skewed on the lot.

B. *Building Form.*

1. *Building Mass.* Exterior walls shall be broken up to prevent the appearance of featureless walls using recessed entryways, bay windows, use of more than one exterior finish material, use of architectural details, or such other technique or combinations of techniques.
2. *360-Degree Architecture.* Those sides of a building that are not visible from the street frontage shall have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.

C. *Building Transparency.* At least 15 percent of the area of facades that face Streets, Mews and Civic Spaces shall be windows or doors. Facades facing alleys shall include a minimum of two windows.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance will not affect the validity of the remainder of the ordinance.

APPROVED on _____.

ADOPTED on _____.

Carol W. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:



Summary of Draft Code Changes

PART 5. - LAKE POINTE REDEVELOPMENT DISTRICT (LPR)

Sec. 2-118. - District Regulations.

A. Regulations for Nonresidential, Multi-family and Mixed-use Development

- Front and Street Side Setback: clarify language related to maximum building setback when an easement is present

B. Regulations for Middle Housing Development

- Front and Street Side Setback:
 - Decrease minimum building setback from 5 feet to 0 feet
 - Clarify language related to maximum building setback when an easement is present; decrease required building frontage from 75% to 60%
- Interior Side Setback for Urban Homes:
 - Add option for variable setbacks: 3 feet and 3 feet at the front, 0 feet and 6 feet for the rear 40 feet of the lot
- Maximum Building Height:
 - Distinguish between lots fronting on Public Streets and lots fronting on Mews
 - Lots fronting on Public Streets: increase maximum height from 50 feet to 55 feet (maintain 4 story-maximum)
 - Lots fronting on Mews: decrease maximum height to 45 feet and decrease from 4 stories to 3 stories
- Minimum Density:
 - Remove requirement
- Maximum Lot Width for Urban Homes:
 - Provide additional lot width for corner lots: increase from 40 feet to 50 feet
- Add Figure 2-118.A.5 showing variable side setbacks for Urban Homes

Sec. 2-122. - Building Design—Middle Housing Development.

A. Building Orientation and Entrances

- Minimum Mews Width: decrease from 30 feet to 20 feet

B. Building Transparency

- Require facades facing Mews and Civic Spaces to meet Public Street-facing facades requirement of 15%
- Add transparency requirements for alley-facing facades: minimum 2 windows

Code Changes Redline

PART 5. - LAKE POINTE REDEVELOPMENT DISTRICT (LPR)

Sec. 2-118. - District Regulations.

- A. *Regulations for Nonresidential, Multi-Family and Mixed-Use Development.* The following bulk regulations apply to all Nonresidential, Multi-family, and Mixed-Use sites in the Lake Pointe Redevelopment District:

Table 2-118.1: Bulk Regulations for Nonresidential, Multi-Family and Mixed-Use Development	
Description	Regulation
Setbacks	
Front, minimum/maximum	0/5 feet (a)
Street side, minimum/maximum	0/5 feet (a)
Interior side, minimum	0 feet (b)
Rear, minimum	5 feet (b)
Other	
Building height, max	(c)
Building street frontage, minimum	See Sec. 2-121.C
REFERENCES a. Front and Street Side i. Shall be measured from the back of the Pedestrian Realm. ii. If an easement is present, <u>and it prevents the structure from being located on the maximum building line</u> , 75% of the building face shall be built to the easement line. b. Measured from the property line. c. Airport Height Hazard Regulations apply.	

- B. *Regulations for Middle Housing Development.* The following bulk regulations apply to Middle Housing sites in the Lake Pointe Redevelopment District. See Figures 2-118.A.1—2-118.A.4. for detail.

Table 2-118.2: Bulk Regulations for Middle Housing Development	
Description	Regulation
Setbacks	

Front, minimum/maximum		<u>05</u> /20 feet (a)
Street side, minimum/maximum		<u>05</u> /20 feet (a)
Interior Side, min	Dwelling, Single Family Attached (Townhome)	(b)
	Dwelling, Two-Family (Duplex)	3 feet
	Dwelling, Urban Home	(c)
	Dwelling, Multiplex	5 feet
Rear, minimum		5 feet (d)
Other		
Building height, maximum	<u>Lots fronting on a public Street</u>	4 stories but not more than 50 55 feet
	<u>Lots fronting on a Mews</u>	<u>3 stories but not more than 45 feet</u>
Density, minimum		10 Dwelling Units per gross acre
Dwelling, Urban Home Maximum Lot Width		40 feet <u>(e)</u>

REFERENCES

a. Front and Street Side

- i. For lots fronting on a Street, the Front Yard setback shall be measured from the back of the Pedestrian Realm.
- ii. If an easement is present and it prevents the structure from being located on the maximum building line, 75~~60~~% of the building face shall be built to the easement line.

b. Townhome attached on 2 sides - 0 feet. Townhome attached on 1 side and other side yard open - 3 feet.

c. Side setbacks shall be established on the plat and shall be:

i. Three feet on each side; ~~- or~~

ii. ~~or~~ Zero feet on one side and 6 feet on second side; ~~or, Zero-foot side must abut required 6-foot Yard on adjacent lot. A 3-foot maintenance easement adjacent to the lot line and within the 6-foot side yard shall be delineated on the plat, and there shall be a right to access the 0-foot building line side from the maintenance easement for maintenance purposes.~~

iii. For the rear 40 feet of the lot: zero feet on one side and six feet on the other; and for the front of the lot: three feet on each side.

iv. For ii. and iii above, zero-foot side must abut required 6-foot Yard on adjacent lot. A 3-foot maintenance easement adjacent to the lot line and within the 6-foot side yard shall be delineated on the plat, and there shall be a right to access the 0-foot building line side from the maintenance easement for maintenance purposes.

d.

~~d.~~ Rear, minimum shall be as follows:

- i. For rear-loading lots, Rear Yard setback shall be measured from the edge of alley or private drive pavement.

e. For corner lots, maximum lot width shall be 50 feet.

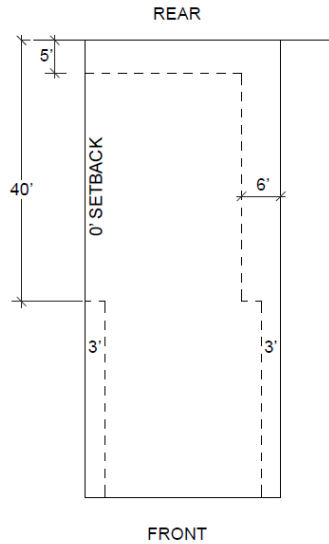


Figure 2-118.A.5: Variable Side Setbacks - Urban Home Dwelling

Sec. 2-122. - Building Design—Middle Housing Development.

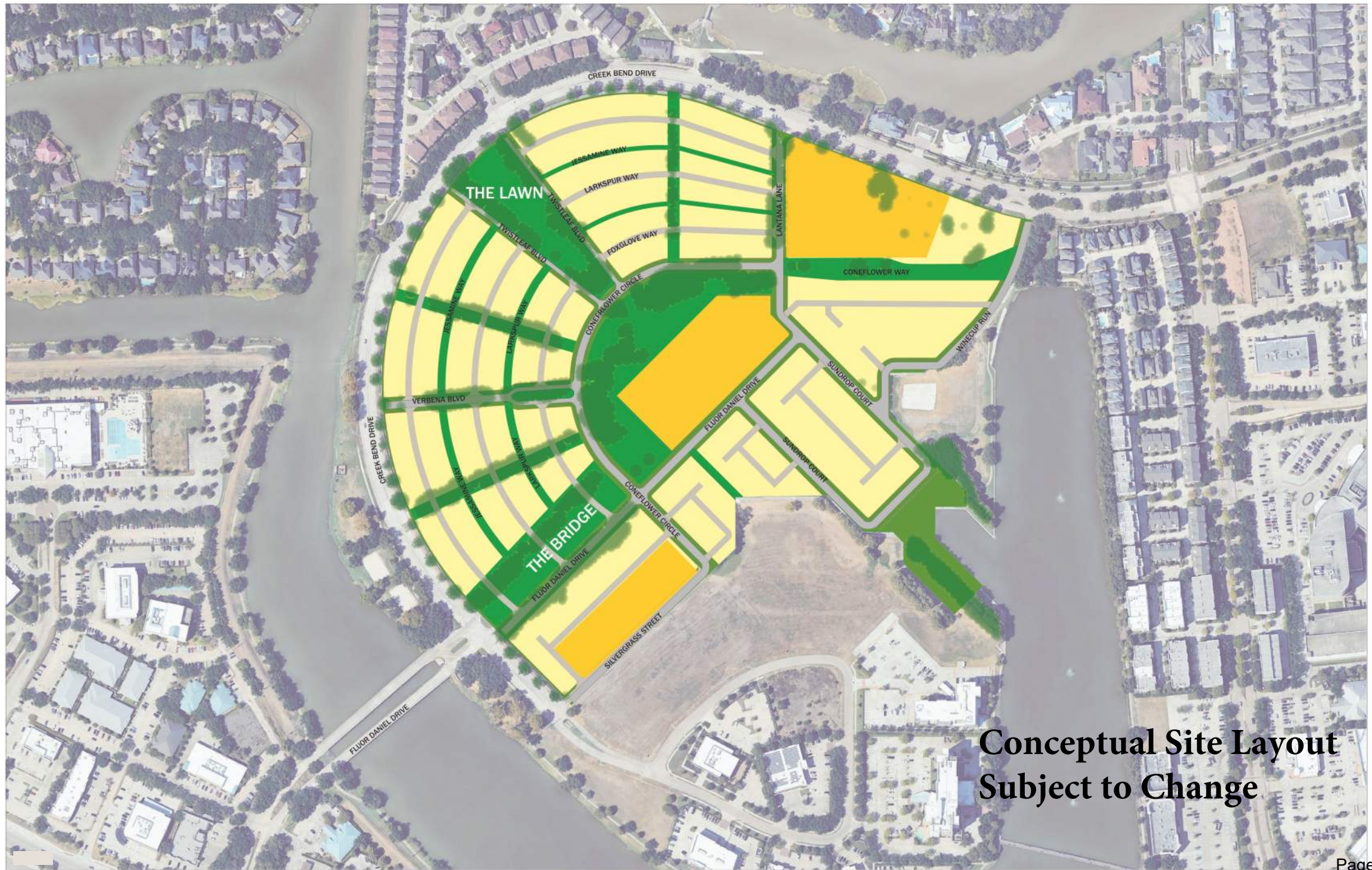
A. Building Orientation and Entrances.

1. Buildings shall be oriented so that the Primary Facade faces and provides pedestrian access to a Street, Civic Space, or Mews. Mews shall be a minimum of 30-20 feet wide, measured from property line to property line, and include a 5-foot-wide paved walkway that connects and provides pedestrian access from each Dwelling Unit to a Street.
2. The orientation of the Primary Entrance and façade of residential dwellings shall be consistent with the established pattern along the block face.
3. No residential structure shall be sited diagonally or otherwise skewed on the lot.

B. Building Form.

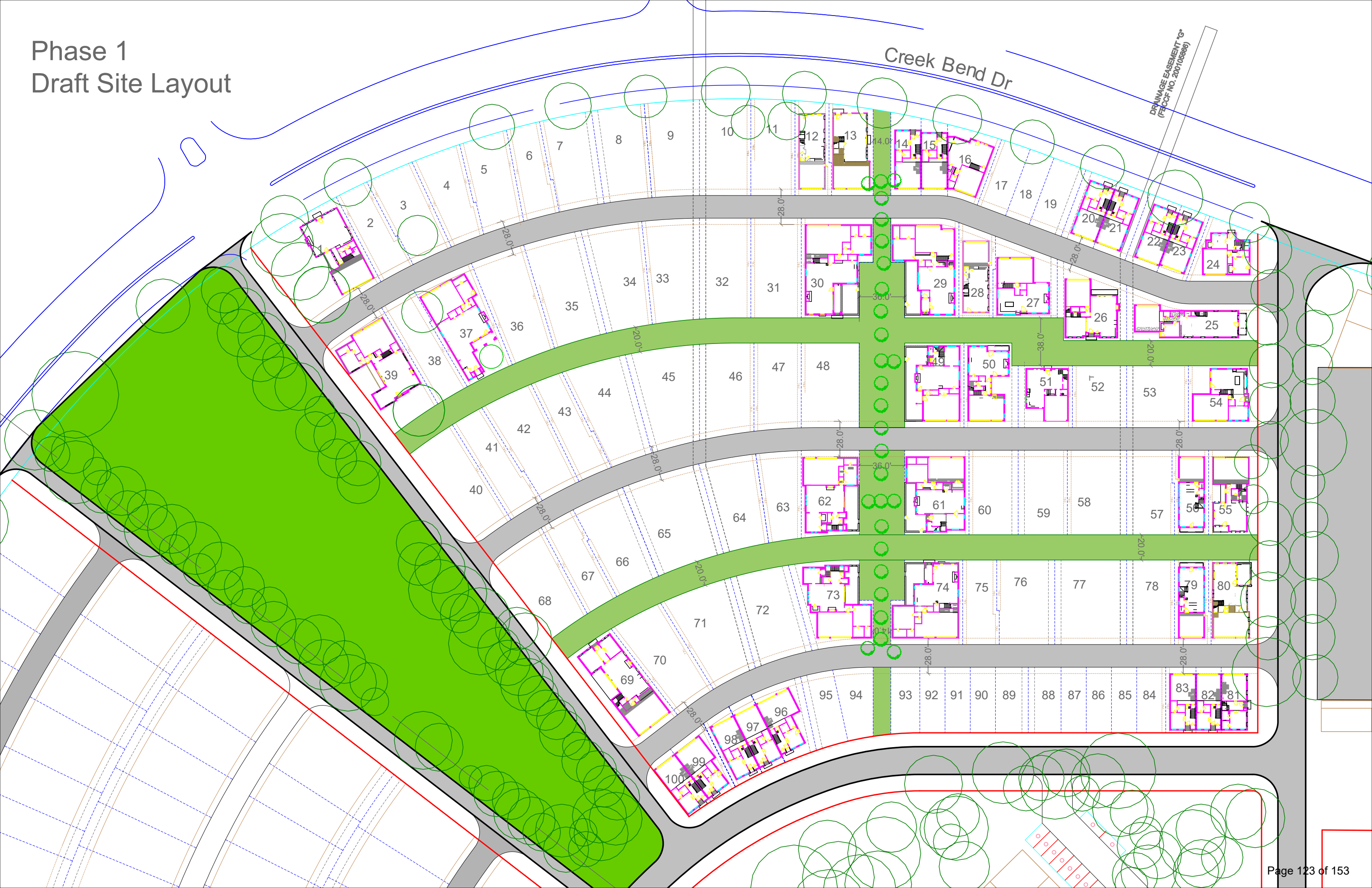
1. **Building Mass.** Exterior walls shall be broken up to prevent the appearance of featureless walls using recessed entryways, bay windows, use of more than one exterior finish material, use of architectural details, or such other technique or combinations of techniques.
2. **360-Degree Architecture.** Those sides of a building that are not visible from the street frontage shall have a finished façade that is similar to the visible façades in terms of materials and architectural detailing.

C. Building Transparency. At least 15 percent of the area of facades that face Streets, -facing- Mews and Civic Spaces shall be windows or doors. Facades facing alleys shall include a minimum of two windows.



**Conceptual Site Layout
Subject to Change**

Phase 1
Draft Site Layout



Lake Pointe Green

20' mews

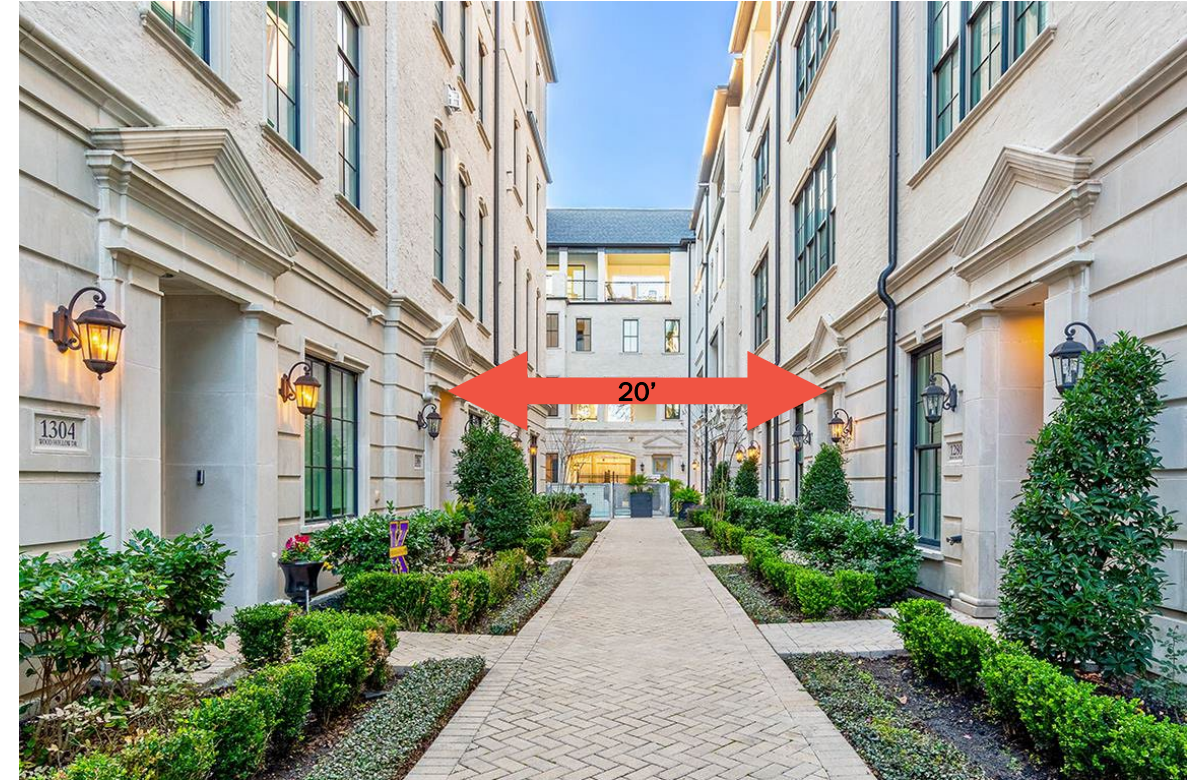
Up to 4 stories



Tanglewood Hollow

20' mews

4 stories



Capitol Oaks

18' to 20' mews w/ overhangs
3 and 3.5 stories

Urban Land Institute

ULI Development of Distinction

1st Place Winner, 2011



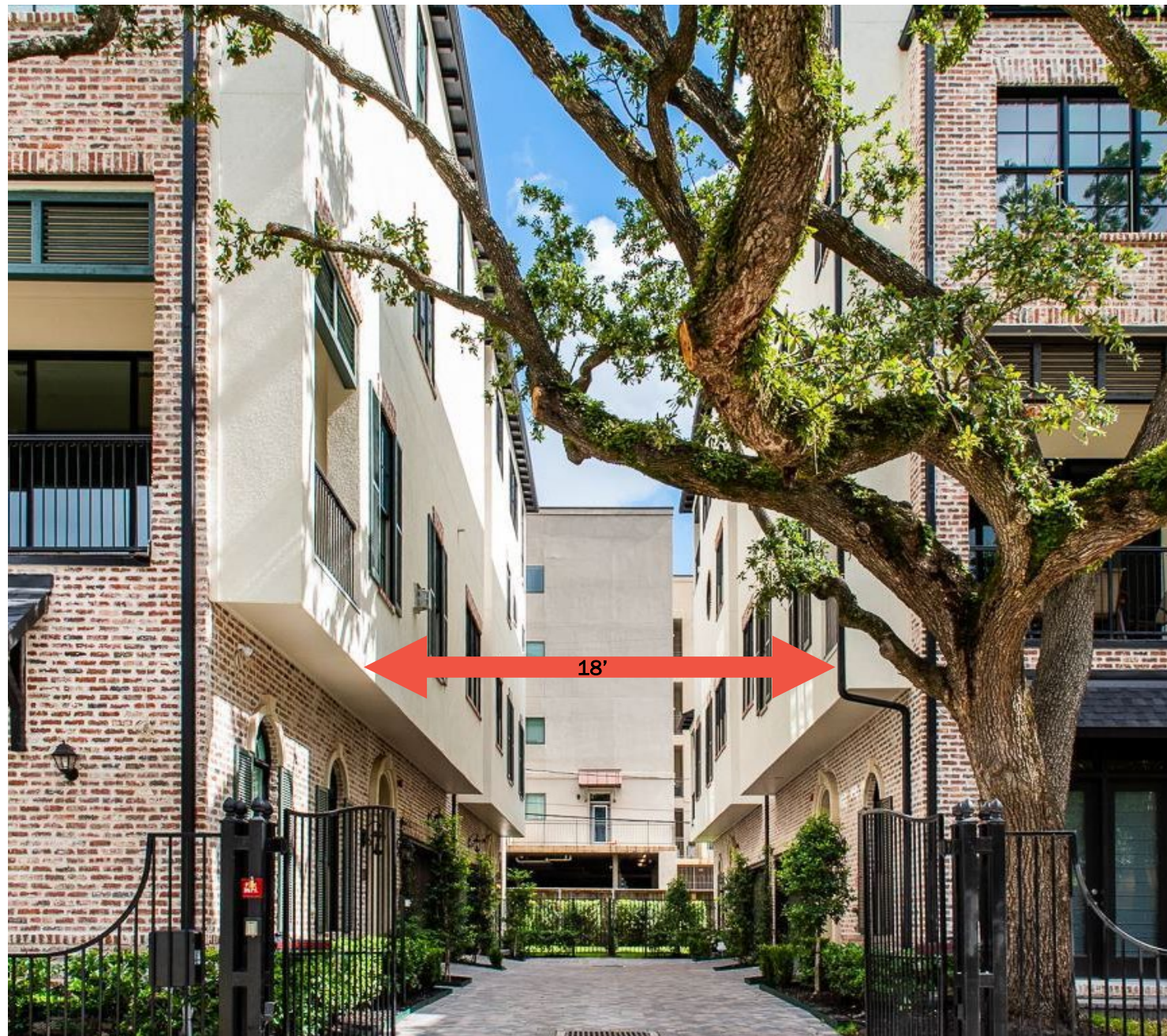
Houston

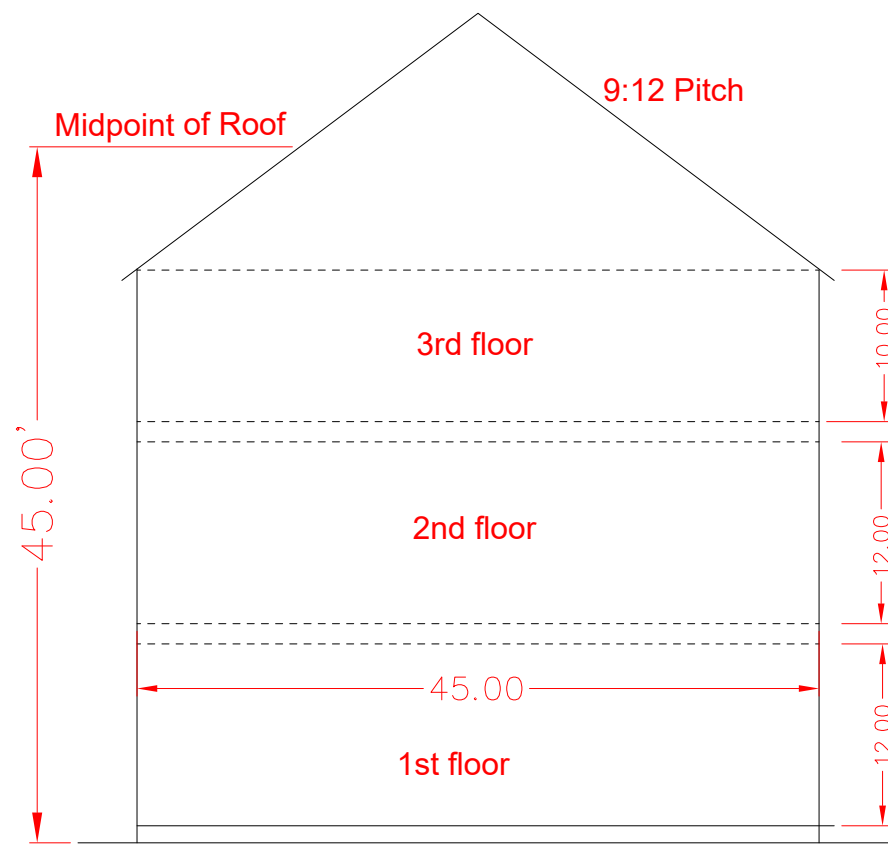


Castle Court

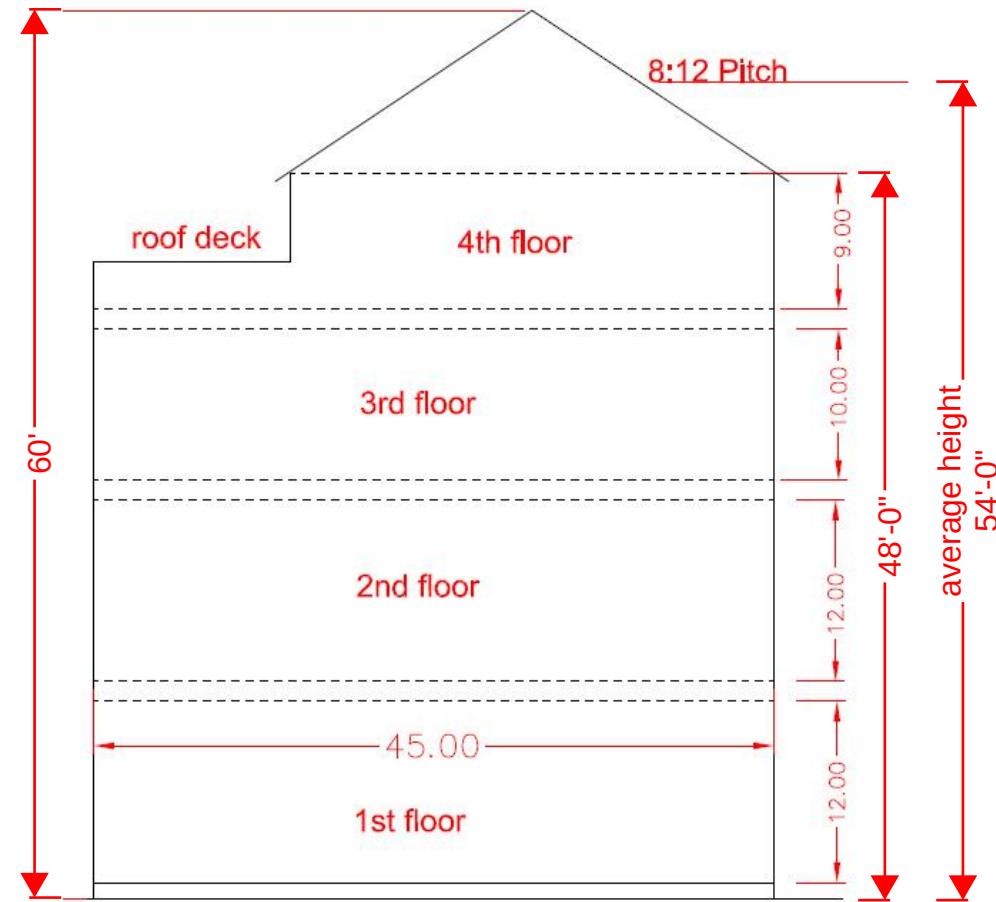
18' drive

4 stories

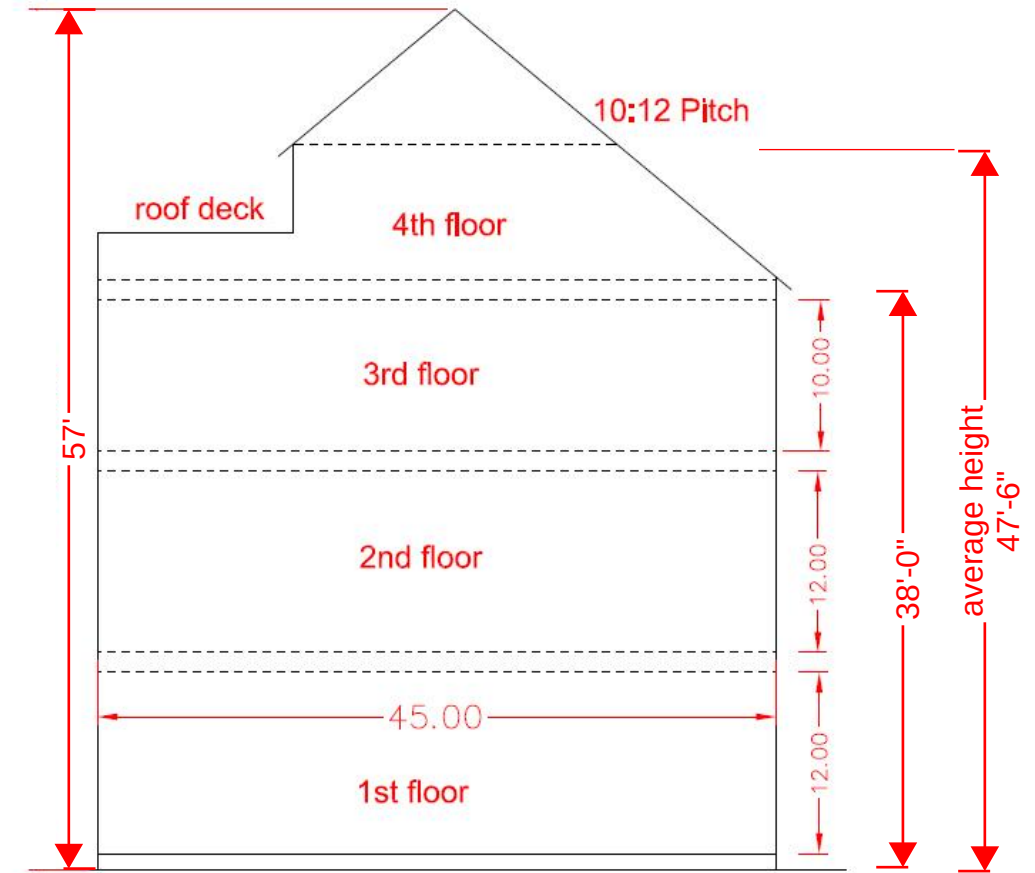




3 story homes



4 story with Roof deck



3.5 story with Roof deck



NOTICE OF PUBLIC HEARING

PROPOSED AMENDMENTS TO THE LAKE POINTE REDEVELOPMENT DISTRICT IN CHAPTER 2 OF THE SUGAR LAND DEVELOPMENT CODE

City Council Public Hearing 6:00 p.m., October 21, 2025, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North, hosted via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live> and Sugar Land Comcast Subscribers can also tune-in on Channel 16, to hear all persons interested in the proposed amendments to the Lake Pointe Redevelopment District in Chapter 2 of the Sugar Land Development Code.

These changes to the Lake Pointe Redevelopment district regulations in Chapter 2 of the Development Code will enable the redevelopment to achieve the compact high-quality development envisioned for the site. Changes include reductions in front building setbacks, removal of minimum density requirement, adjustments to building heights and side setbacks, and others.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under "Meeting Agendas" Planning & Zoning Commission no later than Wednesday October 15, 2025. Request details or provide feedback on the proposed rezoning online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Redevelopment Department at (281) 275-2229.



City Council Agenda Request October 21, 2025

Agenda Request No: X.A.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

BUILDING STANDARDS COMMISSION APPOINTMENTS

Consideration of and action on the appointment of commissioners to the Building Standards Commission.

Recommended Action:

Appointment of commissioners to the Building Standards Commission.

Executive Summary:

n/a

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 October 21, 2025

Agenda Request No: X.B.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

PLANNING AND ZONING APPOINTMENTS

Consideration of and action on the appointment of Commissioners to the Planning and Zoning Commission.

Recommended Action:

Appointment of Commissioners to the Planning & Zoning Commission.

Executive Summary:

n/a

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 October 21, 2025

Agenda Request No: X.C.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

SUGAR LAND LEGACY APPOINTMENTS

Consideration of and action on the appointment of members to the Sugar Land Legacy Foundation.

Recommended Action:

Appointment of members to the Sugar Land Legacy Foundation.

Executive Summary:

n/a

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 October 21, 2025

Agenda Request No: X.D.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

ZONING BOARD OF ADJUSTMENT APPOINTMENTS

Consideration of and action on the appointment of members to the Zoning Board of Adjustment.

Recommended Action:

Appointment of members to the Zoning Board of Adjustment.

Executive Summary:

n/a

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 October 21, 2025

Agenda Request No: XI.A.

Agenda of: City Council Meeting

Initiated by: Alence Poudel, Engineering Manager

Presented by: Jonathan Braun, Assistant City Engineer

Responsible Department: Engineering

Agenda Caption:

CONTRACT WITH CFG INDUSTRIES, LLC.

Consideration of a construction contract with CFG Industries, LLC, in the amount of \$2,293,590.00 for the rehabilitation of four City wastewater lift stations (CIP CWW2401) and authorization of a budget amendment of \$163,680.00 from CIP CWW2302 to CWW2401 to fully fund the project.

Recommended Action:

Authorize the execution of a construction contract with CFG Industries, LLC, for the construction of the Lift Station Rehabilitation Program, CIP CWW2401, in the amount of \$2,293,590.00, and authorize a budget amendment transfer in the amount of \$163,680.00, from CIP CWW2302: Lift Station Rehabilitation Program to CIP CWW2401: Lift Station Rehabilitation Program

Executive Summary:

The City of Sugar Land owns and operates 134 wastewater lift stations throughout the City. These lift stations are a critical part of transporting wastewater from our commercial areas and residents' homes to one of the City's four wastewater treatment plants. The City's service level for lift stations is based on an adopted 25-year useful life for the majority of the assets within each lift station. The City's annual Capital Improvement Program (CIP) includes funding to proactively rehabilitate a number of these lift stations in order to maintain the current service level.

To help prioritize the annual CIP investment, the City staff conducts routine inspections and assessments of the wastewater lift stations and develops a list of those lift stations in need of rehabilitation through the Asset Management Program. In FY25, the following lift stations were recommended for rehabilitation. In order to work within the project budget, the project was packaged into a base bid that consisted of three (3) lift stations plus one (1) alternate bid as shown below:

- Robinsons Ferry (No. 32) - (Base Bid)
- Small Great Lakes (No. 121) - (Base Bid)
- Avondale (No. 138) - (Base Bid)
- Orchard Lane (No. 46) - (Add-Alternate Bid)

All four lift stations require major rehabilitation in order to avoid further deterioration. Proactive

rehabilitation of these assets will reduce the likelihood of future failure and offset the higher reactive repair costs. These improvements also improve service levels to include compliance with electrical codes, improved efficiency, and improved safety of operational staff. The design contract for the recommended rehabilitation was approved by the City Council on April 16, 2024, and the design was completed in July 2025. The rehabilitation project scope of work includes the following tasks:

- Valve vault modifications/pump installation
- Riser and header piping installation
- Electrical improvements
- Wetwell recoating / By-pass pumping / Start-Up Testing
- Other necessary miscellaneous improvements

An Invitation to Bid was advertised on July 16, 2025. Two (2) bids were received and opened on Thursday, August 7, 2025.

A bid summary of the responsive bids is shown below:

Bidding agency	Total base bid items	add-alternate	Base bids + add alternate	Engineer's Estimate
CFG Industries, LLC	\$1,757,390.00	\$536,200.00	\$2,293,590.00	\$2,105,200.00
Matula & Matula Construction Inc.	\$1,961,445.00	\$602,294.00	\$2,563,739.00	

Sanders Engineering (the consultant) completed a review and evaluation of the bid received and provided a letter of recommendation indicating that CFG Industries, LLC is capable of completing a project of this nature. The consultant checked references and received positive feedback of CFG Industries, LLC working satisfactorily on projects of this size. This decision to award is based on the competitive price compared to the Engineer's Estimate and the contractor's proven track record in handling projects of similar scope and size. After reviewing the bid, City Staff recommends awarding the contract to the lowest responsive bidder, CFG Industries, LLC, in the total amount (Base Bid + Add Alternate Bid) of \$2,293,590.00. Funds are also required for construction administration (under a separate contract) and project contingency, estimated at \$162,552.00.

The current fund balance in CWW2401 - Lift Station Rehabilitation Program is \$2,294,717.96, and there are not enough funds to fully fund this project. To fund the remainder of this project, the Engineering, Public Works, and Budget departments recommend a budget amendment to transfer \$163,680.00 from CIP CWW2302: Lift Station Rehabilitation Program (CWW2302-6029210/621020-Construct2) fund balance to CWW2401: Lift Station Rehabilitation Program (CWW2401-6049210/621020-CONSTRUCT).

Following this amendment, the available budget for construction and construction administration under CWW2401 will total \$2,458,397.96.

A notice to proceed (NTP) will be provided in October 2025, upon Council approval of this item. The construction is anticipated to take 365 calendar days to complete.

In accordance with Policy CO-110, Notification of Construction Impacts and Service Interruptions, the project is classified as a Neighborhood Project located on City property and inside fences. No service interruptions are anticipated. Staff will provide notification via door hangars, mail outs, and one-on-one communications, as needed.

The Engineering and Utilities departments recommend the City Council approve a construction

contract with CFG Industries, LLC for the rehabilitation of the lift stations, CIP CWW2401, in the amount of \$2,293,590.00 and approve the authorization of a Budget Amendment, in the amount of \$163,680.00, from CIP CWW2302: Lift Station Rehabilitation Program to CWW2401: Lift Station Rehabilitation Program.

Budget

Expenditure Required: \$2,293,590.00

Current Budget: \$2,294,717.96

Additional Funding: \$163,680.00 from CWW2302-6029210-621020-Construct2

Funding Source: Revenue Bonds

Account Number (ORG-OBJ-Project): 6049210-621020

Attachments

1. Contract Cover
2. Map
3. Recommendation Letter-CWW2401 LS Rehab
4. Bid Tabulation-CWW2401 LS Rehab
5. SB13
6. SB19
7. 1295
8. CIQ
9. HB89

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

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

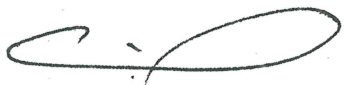
- I. Signatures
- II. Summary of Contract Terms
- III. Standard Contractual Provisions
- IV. Contract Documents

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

CITY OF SUGAR LAND

CONTRACTOR: CFG Industries LLC

By:

By: 

Name:

Name: David Cadriel

Title:

Title: President

Date:

Date: 08/27/2025

II. Summary of Contract Terms.

Project: Lift Station Rehabilitation for Robinson Ferry Lift Station (No. 32), Orchard Lift Station (No. 46), Small Great Lakes Lift Station (No. 121) & Avondale Lift Station (No. 138), CIP Project No. CWW2401

Contractor: CFG Industries, LLC
36195 Mildred Ln
Pinehurst, TX 77362

Name of Engineering Firm, if any: Sander Engineering Corporation

Name of Owner's Project Manager: Alence Poudel

Base Bid: \$1,655,940.00

Extra Unit Price: \$34,950.00

Allowance: \$66,500.00

Alternate Bid Item: \$536,200.00

Contract Price (Base Bid + Extra Unit Price + Allowance + Alternates): **\$2,293,590.00**, as may be adjusted by Change Orders



City Council Agenda Request October 21, 2025

Agenda Request No: XII.A.

Agenda of: City Council Meeting

Initiated by: Melanie Beaman, Transportation & Mobility Manager

Presented by: Melanie Beaman, Transportation & Mobility Manager

Responsible Department: Engineering

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-45:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING A GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO SIGN DOCUMENTS TO ADMINISTER AND IMPLEMENT THE GRANT.

Recommended Action:

Approve Resolution No. 25-45 accepting the Surface Transportation Block Grant (STBG) from the Federal Transit Administration (FTA) to fund the Sugar Land Trail Phase 1 & 2 Projects and designating the City Manager as the authorized grant official to execute all grant documents and implement the grant.

Executive Summary:

During the Houston-Galveston Area Council's (H-GAC) 2023 Transportation Improvement Program (TIP) Project Selection Process, it was determined that some remaining Carry Over Spend Down funds were available for projects that could let in two to three years. The City's Sugar Land Trail Phase 1 & 2 Projects were selected to receive a portion of these funds through the Surface Transportation Block Grant program (STBG), which provides flexible funding that may be used by states and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals.

Because a portion of the proposed trails are within a 3-mile bike-shed radius and/or a half-mile walk-shed radius to two commuter park and ride lots with service provided by Fort Bend Transit,

an FTA-funded public transportation bus stop, the projects are eligible for FTA transfer grant funding through the STBG program. The City is required to become an FTA recipient so that FTA may allocate these Federal funds directly to the City for design and construction of the projects. The two projects will be funded 80% by STBG and 20% by local match. The local match portion has already been secured through previous Fort Bend County Parks (2020) and Mobility (2023) Bonds. The funding for each project is shown below:

SL Trail Phase 1 (construction):

- STBG = \$9,090,240
- Local match = \$1,818,048

SL Trail Phase 2 (design & construction):

- STBG = \$6,450,000
- Local match = \$1,290,000

The City officially became an approved FTA recipient on August 1, 2025.

The Engineering Department is requesting that the City Council approve Resolution No. 25-45, accepting the STBG Grant in the amount of \$15,540,240 through FTA, and authorizing the City Manager, or his designee, as authorized grant official to execute all grant documents and implement the grant.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: Federal STBG grant through FTA

Account Number (ORG-OBJ-Project): TBD

Attachments

1. 1.0 Grant Acceptance Resolution - FTA-STBG 9-25-25
2. FTA Award Notice - SL Trail Ph. 1
3. FTA Award Notice - SL Trail Ph. 2

RESOLUTION NO. 25-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING A GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO SIGN DOCUMENTS TO ADMINISTER AND IMPLEMENT THE GRANT.

WHEREAS, on or about July 16, 2024, the City Council of the City of Sugar Land approved Resolution No. 24-32, authorizing the filing of applications with the Federal Transit Administration (“FTA”) and the Houston-Galveston Area Council (“H-GAC”) for federal assistance as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the FTA; and

WHEREAS, the FTA and H-GAC have approved the City’s applications and awarded funding to the City through the Surface Transportation Block Grant program, which provides flexible funding that may be used by states and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals; and

WHEREAS, the funds are allocated for the Sugar Land Trail Phase 1 and the Sugar Land Trail Phase 2 projects; and

WHEREAS, the City Council of the City of Sugar Land finds it is in the best interest of the citizens of the City of Sugar Land to accept the grant; NOW, THEREFORE,

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

Section 1. That the City accepts grant funding from the Federal Transit Administration (“FTA”) and the Houston-Galveston Area Council (“H-GAC”) for federal assistance as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the FTA, and further authorizes the City Manager, or his designee, to sign, execute, and file all necessary documents to accept, administer and implement the grant.

Section 2. That in the event of loss or misuse of any grant funds awarded to the City, the City assures that the awarded grant funds will be returned to the FTA and/or H-GAC, as applicable.

APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

DAnn Shea Smith

Linda Mendenhall, City Clerk

Attachments:

Exhibit A - FTA Award Notice - SL Trail Ph. 1

Exhibit B - FTA Award Notice - SL Trail Ph. 2

Run Date: 08/13/2025
Run Time: 11:54:10

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Report: FMIS1575C
Page 1 of 1

FHWA FUNDS TRANSFER REQUEST

In accordance with provisions of title 23 U.S.C., the State transportation department indicated below requests that Federal-aid Highway Program contract authority and obligation authority be transferred as shown.

Transfer Status: Processed

Status Date: 07/23/2025

Type of Transfer: To Other Federal Government Entity

Requesting Agency: 48-Texas

Transfer to: 3092-Federal Transit Agency

Transfer Request Contact: Name: Keandre Haywood
Title: Federal Funding Team Lead
Email: Keandre.haywood@txdot.gov
Phone: 512-416-3128

Tracking Number: Requestor: 2025-FTA-035
FHWA: 202504-05342

	Description of Fund - From	Fiscal Year	Program Code	Demo ID or Urban Area Code	Amount	Description of Fund or Entity - To	Program Code	Demo ID or Urban Area Code	Amount
1	STBG-URBANIZED >200K IJJA	2025	Y230	40429	\$9,090,240.00	STBG-URBANIZED >200K IJJA	Y230	40429	\$9,090,240.00
TOTAL FROM:					\$9,090,240.00	TOTAL TRANSFER:			\$9,090,240.00

Detail #, Pooled Fund Project Number and Description, or any additional information	For transfer of contract authority and obligation authority	
CSJ 0912-34-237,STP 2025(917)MM, Grouped under 5000-00-916, STIP Approved 10/18/2024,MPO ID 19030 Y230 100% federal using MPO TDCs for match, 80% federal/20% MPO TDCs Sugar Land Trail Phase 1- Sugar Land Trail, from Matlage Way to Lexington Avenue. Construct concrete trail enhancing access to transit. LG: City of Sugarland UEI:XZ2PYBMQK91 ZIP 77479	Has the State entered into an agreement with the agency indicated above to receive, obligate, expend and manage these funds for specified project(s)?	Yes
	FHWA Comments	

STATE DEPARTMENT OF TRANSPORTATION		FHWA DIVISION ADMINISTRATOR CONCURRENCE	
I certify that the funds requested for transfer are in accordance with the applicable provisions of title 23 U.S.C.; that the funds are unobligated and uncommitted; and that the percentage of funds to be transferred combined with previous transfers does not exceed the permissible amount eligible for transfer under the affected program categories according to applicable State and Federal laws and regulations. Where applicable, concurrence from affected Metropolitan Planning Organizations and other agencies has been obtained and recorded in this office. Further, I certify that I have the authority to approve the transfer of Federal-aid Highway program funds.		I certify that I have reviewed the request to transfer funds as itemized above; that this request is in accordance with provisions of title 23 U. S. C. and FHWA policy and procedures; and I have the authority to approve transfer of Federal-aid Highway programs funds.	
Approver Name:	Veronica Cortez	Approver Name:	Angelica Rodriguez
Approval Date:	5/21/2025 2:00:09 PM	Approval Date:	7/23/2025 2:47:21 PM
Approver Title:	Transportation Financial Analyst	Approver Title:	Finance Manager

Run Date: 09/15/2025
Run Time: 08:16:29

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Report: FMIS1575C
Page 1 of 1

FHWA FUNDS TRANSFER REQUEST

In accordance with provisions of title 23 U.S.C., the State transportation department indicated below requests that Federal-aid Highway Program contract authority and obligation authority be transferred as shown.

Transfer Status: Processed

Status Date: 08/19/2025

Type of Transfer: To Other Federal Government Entity

Requesting Agency: 48-Texas

Transfer to: 3092-Federal Transit Agency

Transfer Request Contact: Name: Keandre Haywood
Title: Federal Funding Team Lead
Email: Keandre.haywood@txdot.gov
Phone: 512-416-3128

Tracking Number: Requestor: 2025-FTA-036
FHWA: 202504-05343

	Description of Fund - From	Fiscal Year	Program Code	Demo ID or Urban Area Code	Amount	Description of Fund or Entity - To	Program Code	Demo ID or Urban Area Code	Amount
1	STBG-URBANIZED >200K IJJA	2025	Y230	40429	\$6,450,000.00	STBG-URBANIZED >200K IJJA	Y230	40429	\$6,450,000.00
TOTAL FROM:					\$6,450,000.00	TOTAL TRANSFER:			\$6,450,000.00
Detail #, Pooled Fund Project Number and Description, or any additional information						For transfer of contract authority and obligation authority			
CSJ 0912-34-238; STP 2025(918)MM; Grouped as 5000-00-916, STIP Approved 10/18/2024, MPO ID 19031. Y230 100% federal using MPO TDCs for match, 80% federal/20% MPO TDCs Sugar Land Trail 2 from West of Oxbow Dr. to Southwest of Austin Pkwy. Construct concrete trail enhancing access to transit. LG: City of Sugarland UEI: XZ2PYBMQKJ91; ZIP 77479						Has the State entered into an agreement with the agency indicated above to receive, obligate, expend and manage these funds for specified project(s)?			Yes
						FHWA Comments			

STATE DEPARTMENT OF TRANSPORTATION I certify that the funds requested for transfer are in accordance with the applicable provisions of title 23 U.S.C.; that the funds are unobligated and uncommitted; and that the percentage of funds to be transferred combined with previous transfers does not exceed the permissible amount eligible for transfer under the affected program categories according to applicable State and Federal laws and regulations. Where applicable, concurrence from affected Metropolitan Planning Organizations and other agencies has been obtained and recorded in this office. Further, I certify that I have the authority to approve the transfer of Federal-aid Highway program funds.		FHWA DIVISION ADMINISTRATOR CONCURRENCE I certify that I have reviewed the request to transfer funds as itemized above; that this request is in accordance with provisions of title 23 U. S. C. and FHWA policy and procedures; and I have the authority to approve transfer of Federal-aid Highway programs funds.	
Approver Name:	Lillie Salas	Approver Name:	Angelica Rodriguez
Approval Date:	8/13/2025 10:50:11 AM	Approval Date:	8/14/2025 3:20:19 PM
Approver Title:	MPO Team Lead	Approver Title:	Finance Manager



City Council Agenda Request October 21, 2025

Agenda Request No: XII.B.

Agenda of: City Council Meeting

Initiated by: Ashley Kirkpatrick, Water Quality Manager

Presented by: David Whittemore, Assistant Director of Utilities

Responsible Department: Utilities

Agenda Caption:

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2381:** AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, AMENDING SECTIONS 5-351 AND 5-376 OF CHAPTER 5, ARTICLE VIII, DIVISION 11 OF THE SUGAR LAND CODE OF ORDINANCES REGARDING PRETREATMENT STANDARDS FOR USERS OF THE CITY'S WASTEWATER TREATMENT PLANTS

Recommended Action:

Approve the First Reading of City of Sugar Land Ordinance No. 2381, amending the Sugar Land Code of Ordinances regarding Pretreatment Standards for Users of the City's Wastewater Treatment Plants

Executive Summary:

The City's Industrial Pretreatment Program was developed in 1986 to meet the regulatory requirements of the Environmental Protection Agency's Clean Water Act. The Pretreatment Program is part of the Texas Pollution Discharge Elimination System (TPDES) discharge permit for the City's North Wastewater Treatment Plant. The program requires industrial users to meet certain discharge limits before the wastewater flow that is generated from industrial processes can be allowed to discharge to the City's wastewater systems. The City currently has eight industrial dischargers.

In October 2024, the Texas Commission on Environmental Quality (TCEQ) conducted a routine audit of the City's Industrial Pretreatment Program. The purpose of an industrial pretreatment program audit is to ensure compliance with federal and state regulations, evaluate the effectiveness of internal controls, and identify areas for improvement. In the Audit Final Report, TCEQ noted required modifications to the City's Pretreatment Program that are necessary for compliance with the current regulatory requirements.

The amendments to Chapter 5, Article VIII, Division 11 of the Sugar Land Code of Ordinances Regarding Pretreatment Standards for Users of the City's Wastewater Treatment Plants included

in Ordinance No. 2381 are the modifications required by TCEQ. The amendments to the ordinance are:

1. Amend Section 5-351 to include a table of the city's approved local limits. The limits have not changed.
2. Amend Section 5-376 (b) to remove "or Local Limit" as that section only applies to categorical standards

The Utilities Department recommends the City Council approve the first reading of Ordinance No. 2381, amending the Sugar Land Code of Ordinances regarding Pretreatment Standards for Users of the City's Wastewater Treatment Plants.

Budget

Expenditure Required: NA

Current Budget: NA

Additional Funding: NA

Funding Source: NA

Account Number (ORG-OBJ-Project): NA

Attachments

1. Ordinance No. 2381

ORDINANCE NO. 2381

AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, AMENDING SECTIONS 5-351 AND 5-376 OF CHAPTER 5, ARTICLE VIII, DIVISION 11 OF THE SUGAR LAND CODE OF ORDINANCES REGARDING PRETREATMENT STANDARDS FOR USERS OF THE CITY'S WASTEWATER TREATMENT PLANTS.

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

Section 1. That Chapter 5, Article VIII, Division 11, section 5-351(b), is amended to read as follows:

Sec. 5-351. Local limits.

- (b) The following pollutants are subject to limits established to protect against Pass Through and Interference. Any of the following pollutants in solution or suspension at a concentration measured at the user's end of pipe (or alternate location if an end of pipe location does not exist or is not appropriate) in excess of the latest technically based Local limits set forth in the Technically Based Local Limits Report, as modified from time to time by the City Manager, without prior written approval from the City is prohibited:

Parameter	Limit
Arsenic	0.52 mg/L
Cadmium	0.09 mg/L
Chromium	5.54 mg/L
Copper	2.33 mg/L
Cyanide	0.20 mg/L
Lead	0.43 mg/L
Mercury	0.0024 mg/L
Nickel	5.55 mg/L
Silver	0.36 mg/L
Zinc	3.90 mg/L
Oil & Grease (HEM)	100.0 mg/L
BOD	300 mg/L
TSS	400 mg/L

All concentrations for metallic substances are for total metal unless indicated otherwise. The City may impose mass limitations in addition to the concentration-based limitations.

Section 2. That Chapter 5, Article VIII, Division 11, section 5-376 (b), is amended to read as follows:

Sec. 5-376. Periodic compliance reports.

- (b) The City may authorize an Industrial User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither

present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. [see 40 CFR §403.12(e)(2)] This authorization is subject to the following conditions:

- (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.

The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit.

- (2) In making a demonstration that a pollutant is not present, the Industrial User must provide data from the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes. The City will determine whether the submitted data submitted is sufficient to justify the claim.
- (3) The request for a monitoring waiver must be signed in accordance with 40 CFR §403.12 (l)(1) through (3) and include the certification statement in section 5-385(a) and 40 CFR §403.6(a)(2)(ii).
- (4) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant is used in the analysis.
- (5) If the City grants a monitoring waiver the City will include the waiver as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver will be maintained by the City for 3 years after expiration of the waiver.
- (6) Upon the City's approval of the monitoring waiver and revision of the User's permit, the Industrial User must certify on each report with the statement in section 5- 385 (b) that there has been no increase in the pollutant in its waste stream due to activities of the Industrial User.
- (7) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately comply with the monitoring requirements of section 5-376 (a), or other more frequent monitoring requirements imposed by the City, and notify the City.
- (8) This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.

Section 3. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance will not affect the validity of the remainder of the ordinance.

APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

Meredith Reed

Linda Mendenhall, City Clerk



City Council Agenda Request October 21, 2025

Agenda Request No: XII.C.

Agenda of: City Council Meeting

Initiated by: ShaLae Steadman, Director of Budget

Presented by: ShaLae Steadman, Director of Budget

Responsible Department: Budget

Agenda Caption:

FIRST AND FINAL CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2391**: AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, APPROVAL OF THE FY2026 BUDGET AMENDMENT TO REDUCE REVENUES AND EXPENDITURES IN ALIGNMENT WITH THE ADOPTED PROPERTY TAX RATE OF \$0.358827.

Recommended Action:

Approving the action of Amending FY26 Budget

Executive Summary:

Purpose:

To amend the adopted FY2026 budget to align revenues and expenditures with the property tax rate of \$0.358827, adopted by City Council on September 16, 2025.

Background:

The FY2026 Budget was adopted on September 16, 2025, based on a proposed property tax rate of \$0.36321. Following Council's adoption of a lower property tax rate of \$0.358827, revenues must be reduced to reflect the lower tax collections. To maintain structural balance, corresponding expenditure reductions have been identified across departments.

Operating Reductions

- Public Works – Cease Streetlight Conversions Phase 2: **\$50,000**
- Public Works – Lower Cost Option for Safety Eyeglasses: **\$2,000** - The program provides employees working in field environments with high-quality, ANSI Z87.1–compliant prescription safety glasses. The reduction of \$2,000 does not affect safety standards or the program's ability to meet nationally recognized ANSI Z87.1 requirements for the design, performance, testing, and marking of protective eyewear, including prescription lenses.

- IT – Maintenance & Subscription AS400 Reduction: **\$13,340**
 - IT – Motorola Contract Reduction: **\$10,000**
 - People & Culture – Salary.com Benchmarking Contract Elimination: **\$9,800**
- FY26 Subtotal: \$85,140**

Effective Beginning FY27:

People & Culture – Work Shield Contract Elimination in FY27: **\$28,800**

Personnel Reductions (Vacant Positions)

- Executive Assistant (General Government – ACM)
 - Administrative Assistant (General Government – City Clerk)
 - Senior Administrative Assistant (Police)
 - Event Coordinator (Parks & Recreation)
 - Planner II (Community Development)
 - Senior Planner (General Government – Redevelopment)
 - Communications Specialist (General Government – Communications)
 - Facility Services Technician I (Environmental & Neighborhood Services)
 - Sr. Facility Technician (Environmental & Neighborhood Services)
- Subtotal: \$914,141**

Total FY26 Departmental Reductions: \$999,281 (Operating + Personnel)

In addition to the departmental reductions, the property tax rebates have been reduced on the Non-Departmental side by \$86,037, as these are calculated based on values within the In-City MUDs and the adopted tax rate.

This recommendation was reviewed with the Finance Audit Committee on October 15, 2025, and the committee supports the recommended reductions.

Recommendation:

Approval of the FY2026 Budget amendment to reduce revenues and expenditures in alignment with the adopted property tax rate of \$0.358827.

Budget

Expenditure Required: NA

Current Budget: NA

Additional Funding: NA

Funding Source: NA

Account Number (ORG-OBJ-Project): NA

Attachments

1. Ordinance 2391
2. FY26 Revised General Fund Forecast

ORDINANCE NO. 2391

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING THE FISCAL YEAR 2025-2026 BUDGET FOR THE CITY OF SUGAR LAND, TEXAS TO PROVIDE THAT THE REVISED BUDGET ADDRESS FUNDS RELATING TO CERTAIN CAPITAL AND OPERATING BUDGET MATTERS AND THAT THIS AMENDMENT BE ADOPTED AS THE BUDGETED AMOUNT FOR THOSE FUNDS.

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

Section 1. That the budget of the City of Sugar Land, Texas for the fiscal year ending September 30, 2026, as adopted by Ordinance 2388 is amended as shown in the attached Exhibit A.

Section 2. That this ordinance is adopted upon one reading in compliance with Section 6.03 of the City Charter.

APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Clerk

**CITY OF SUGAR LAND
GENERAL FUND
FIVE-YEAR FINANCIAL FORECAST**

	FY25 Projections	FY26 Adopted Budget	FY26 Reduction	FY26 Amended Budget	FY27 Forecast	FY28 Forecast	FY29 Forecast	FY30 Forecast
REVENUES								
Property Taxes	\$ 42,748,820	44,561,211	(921,206)	43,640,005	\$ 45,832,455	\$ 47,558,604	\$ 49,347,299	\$ 51,200,765
Sales Tax	58,282,574	57,086,367	-	57,086,367	59,203,130	60,979,224	62,808,600	64,692,858
Other Taxes	6,397,593	6,850,477	-	6,850,477	7,044,000	7,244,000	7,448,000	7,659,000
Licenses & Permits	5,472,915	4,495,453	-	4,495,453	4,628,000	4,765,000	4,906,000	5,051,000
Charges for Services	6,314,400	7,583,353	-	7,583,353	7,672,000	7,899,000	8,132,000	8,373,000
Fines & Forfeitures	1,090,500	1,210,000	-	1,210,000	1,246,000	1,283,000	1,322,000	1,362,000
Other	2,676,240	1,430,075	-	1,430,075	1,520,000	1,565,000	1,612,000	1,661,000
Intergovernmental	784,097	1,404,290	-	1,404,290	19,520	2,305	2,374	2,446
Interest Income	2,359,000	1,944,000	-	1,944,000	1,712,036	1,718,410	1,738,119	1,776,962
Operating Revenues	126,126,139	126,565,226	(921,206)	125,644,020	128,877,141	133,014,543	137,316,392	141,779,031
Transfers In	8,865,016	10,407,228	-	10,407,228	10,699,743	11,000,656	11,309,325	11,627,835
Non-operating Revenues	8,865,016	10,407,228	-	10,407,228	10,699,743	11,000,656	11,309,325	11,627,835
Total Revenues	134,991,155	136,972,454	(921,206)	136,051,248	139,576,884	144,015,199	148,625,717	153,406,866
EXPENDITURES								
General Government	28,055,864	27,093,893	(421,851)	26,672,042	26,941,000	27,686,000	28,452,000	29,241,000
Finance	6,388,133	6,250,509		6,250,509	6,422,000	6,600,000	6,783,000	6,972,000
Public Works	12,312,084	11,171,186	(52,000)	11,119,186	11,428,000	11,746,000	12,072,000	12,408,000
Parks & Recreation	7,639,488	7,190,802	(111,109)	7,079,693	7,263,000	7,464,000	7,670,000	7,881,000
Community Development	8,228,393	7,524,826	(111,109)	7,413,717	7,618,000	7,828,000	8,044,000	8,267,000
Environmental & Neighborhood SVC	10,036,351	9,480,112	(204,715)	9,275,397	9,532,000	9,796,000	10,067,000	10,346,000
Police Department	31,693,927	31,565,718	(98,497)	31,467,220	32,343,000	33,246,000	34,173,000	35,126,000
Public Safety Dispatch	4,080,985	4,303,399		4,303,399	4,423,000	4,546,000	4,673,000	4,803,000
Fire Department	25,065,250	25,567,432		25,567,432	26,038,000	26,766,000	27,514,000	28,284,000
Departmental Expenditures	133,500,475	130,147,876	(999,281)	129,148,596	132,008,000	135,678,000	139,448,000	143,328,000
Transfers to Other Funds	3,272,377	3,271,290		3,271,290	3,065,820	3,359,101	3,251,822	2,896,151
Miscellaneous	1,317,736	3,837,583		3,837,583	155,000	171,000	511,000	894,000
Rebates & Assignments	3,541,356	4,152,757	(86,037)	4,066,720	4,188,721	4,314,383	4,443,815	4,577,129
Non-departmental Expenditures	8,131,469	11,261,630	(86,037)	11,175,592	7,409,541	7,844,484	8,206,636	8,367,280
Total Expenditures	141,631,943	141,409,506	(1,085,318)	140,324,188	139,417,541	143,522,484	147,654,636	151,695,280
Fund Balance - Beginning	53,714,637	47,073,849		47,073,849	42,800,909	42,960,252	43,452,966	44,424,048
Revenues Over/(Under) Expenditures	(6,640,788)	(4,437,052)		(4,272,940)	159,343	492,715	971,081	1,711,586
Fund Balance - Ending	\$ 47,073,849	\$ 42,636,797		\$ 42,800,909	\$ 42,960,252	\$ 43,452,966	\$ 44,424,048	\$ 46,135,634
Accrued Sales/Franchise Taxes	(9,483,653)	(9,483,653)		(9,483,653)	(9,867,188)	(10,163,204)	(10,468,100)	(10,782,143)
Fund Balance - Available	\$ 37,590,196	\$ 33,153,145		\$ 33,317,256	\$ 33,093,063	\$ 33,289,762	\$ 33,955,947	\$ 35,353,491
Ending Fund Balance- % of Oper Exp	35%	32%		32%	32%	31%	31%	31%
Fund Balance - Requirement	\$ 33,848,358	\$ 33,639,448		33,368,119	\$ 34,095,020	\$ 35,048,846	\$ 36,109,225	\$ 37,208,877
Over / (Under) Policy	13,225,491	8,997,349		9,432,791	8,865,232	8,404,120	8,314,823	8,926,756