



City of Sugar Land

City Council Agenda

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

Tuesday, June 17, 2025
City Council Meeting
City Council Chamber
5:30 PM

I. Attention

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

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

II. Call to Order

III. Invocation

Joe R. Zimmerman, Mayor

IV. Pledges of Allegiance

Joe R. Zimmerman, Mayor

V. Recognition

A. SIYU "SECILY" WU & CHLOE FU
BLUE LEGEND SWIM SCHOOL
U.S. YOUTH NATIONAL TEAM
WORLD YOUTH ARTISTIC SWIMMING CHAMPIONSHIP
Joe R. Zimmerman, Mayor

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.

VII. Canvass Election

A. **FIRST AND FINAL CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2378** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A RUNOFF ELECTION HELD ON JUNE 7, 2025, TO ELECT A MAYOR, A COUNCIL MEMBER TO AT

LARGE POSITION ONE, AND A COUNCIL MEMBER TO SINGLE-MEMBER DISTRICT TWO.

Joe R. Zimmerman, Mayor

VIII. Oath of Office

A. OATH OF OFFICE

Administer the Oath of Office to Carol McCutcheon, Mayor; Jim Vonderhaar, Council Member At Large Position One; and Sanjay Singhal, Council Member District Two.

Joe R. Zimmerman, Mayor, Judge Dean Hrbacek, Fort Bend County Court at Law No. 6

IX. Consent Agenda

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

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-34: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS; AUTHORIZING THE ACCEPTANCE OF A GRANT FROM PETCO LOVE AND THEIR VACCINATED & LOVED CAMPAIGN ("GRANT") AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO ACCEPT AND EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE GRANT.**

Sandra Stroud, Administrative Manager

B. **CONTRACT AGREEMENT WITH BGE, INC.**

Consideration of and action on a Contract with BGE, Inc. in the amount of \$248,479.00, for design services for the Groundwater Plants Rehabilitation Project, CIP CWA2505.

Huy Ton, Senior Engineering Manager

C. **CONTRACT AGREEMENT WITH AERO SPECIALTIES**

Consideration of and action on a Contract with Aero Specialties, in the amount of \$158,887.29, for the purchase of a TPX-50-E Electric Towbarless Tug and associated equipment.

Ronnie Stroud, Line Services Manager

D. **CONTRACT AGREEMENT WITH TANCHES GLOBAL MANAGEMENT, INC.**

Consideration of and action on authorization of a Contract with TanChes Global Management, Inc., in the amount of \$295,630.20 through the Texas Department of Information Resources Cooperative Purchasing Contract No. CPO-5792 and Omnia Partners Cooperative Purchasing Contract No. R240303, for the Fiscal Year 2025 technology refresh of Dell server replacement and associated equipment and services.

Robert Bowman, IT Manager

E. **CONTRACT AGREEMENT WITH MCCREARY, VESELKA, BRAGG & ALLEN**

Consideration of and action on approval of a contract with McCreary, Veselka, Bragg & Allen (MVBA) for delinquent collection services for EMS and miscellaneous

accounts receivable debt for a period of 12 months with four (4) automatic one-year renewals.

Summer O'Brien, Treasury Manager

F. **MINUTES**

Consideration of and action on the minutes of the June 3, 2025 meeting.

Linda Mendenhall, City Clerk

X. Contracts and Agreements

A. **PROFESSIONAL SERVICES CONTRACT WITH WOOLPERT**

Consideration of and action on authorization of a Contract with Woolpert, in the amount of \$195,674.00, for a Sugar Land Regional Airport Vertiport Study for the Terminal Ramp Expansion & Vertiport Project, CIP CAP2501.

Mitchell Davies, Director of Aviation

XI. Ordinances and Resolutions

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-32**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING STATE FUNDS APPROPRIATED IN H.B. NO. 1 GENERAL APPROPRIATIONS ACT, EIGHTY-EIGHTH LEGISLATURE, FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT); DESIGNATING THE CITY MANAGER AS AUTHORIZED REPRESENTATIVE TO EXECUTE ALL AGREEMENTS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF STATE FUNDS TO EXPENDITURES AND REVENUES FROM TXDOT.

Mitchell Davies, Director of Aviation

XII. City Council and City Manager Reports

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

XIII. Adjournment

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

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

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

Posted on this DATE/TIME



City Council Agenda Request

June 17, 2025

Agenda Request No: V.A.

Agenda of: City Council Meeting

Initiated by: Natalie Serrano, City Council Liaison

Presented by: Joe R. Zimmerman, Mayor

Responsible Department: Strategic and Government Affairs

Agenda Caption:

SIYU "SECILY" WU & CHLOE FU
BLUE LEGEND SWIM SCHOOL
U.S. YOUTH NATIONAL TEAM
WORLD YOUTH ARTISTIC SWIMMING CHAMPIONSHIP

Recommended Action:

Recognize Blue Legend Swim school and students Siyu "Secily" Wu & Chloe Fu for being selected as members of the U.S. Youth National Team to represent the United States at the World Youth Artistic Swimming Championships in Greece.

Executive Summary:

Over the last 7+ years, Blue Legend Swim School athletes Siyu "Secily" Wu & Chloe Fu have demonstrated unwavering dedication, perseverance, and excellence in the sport of artistic swimming. Over the past seven years, they have worked tirelessly—overcoming challenges and rising to meet the pressures of artistic swimming competitions but with the help of Coach Jing Li and Coach Oleksandra Burdova, the athletes never gave up.

Their hard work paid off at the national competition, where they earned the honor of representing the United States at the Artistic Swimming Youth National Team World Championship this summer in Athens, Greece. After three highly competitive rounds, they were selected from among the top athletes across the country—a remarkable achievement.

Blue Legend Swim School, founded in 2014 by Shuo Yang and Jing Li, a seven-time national artistic swimming champion, has played a vital role in developing and promoting athletic excellence in our community. Coach Li has created a distinctive and comprehensive swim curriculum that empowers children to learn and thrive in the water.

The City of Sugar Land extends our heartfelt congratulations and best wishes to Secily and Chloe as they take the world stage, and we commend Blue Legend Swim School and Coaches

Jing Li and Oleksandra Burdova for their outstanding leadership and commitment to excellence.

Budget

Expenditure Required: 0

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

June 17, 2025

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Linda Mendenhall, City Clerk

Presented by: Joe R. Zimmerman, Mayor

Responsible Department: Admin

Agenda Caption:

FIRST AND FINAL CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2378** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A RUNOFF ELECTION HELD ON JUNE 7, 2025, TO ELECT A MAYOR, A COUNCIL MEMBER TO AT LARGE POSITION ONE, AND A COUNCIL MEMBER TO SINGLE-MEMBER DISTRICT TWO.

Recommended Action:

Adopt on first and final consideration, in accordance with Article II of the City Charter, Ordinance No. 2378, declaring the results of the June 7, 2025, Runoff Election for the offices of Mayor, one At-Large Council Member and for Single-Member District Two.

Executive Summary:

On May 13, 2025, the City Council approved Ordinance 2375, canvassing the results of the May 3, 2025 General Election and Special Election and calling a Runoff Election for Saturday, June 7, 2025, for the purpose of electing a Mayor, a Council Member for At-Large Position One and a Council Member for Single-Member District Two.

In accordance with the Texas Elections Code, the official returns from the May 3, 2025 election have been prepared by the appropriate election officers and canvassed by the City Council.

Ordinance No.2378 canvasses the results of the June 7, 2025, runoff election and declares the outcomes for the races of Mayor, At Large Position One and Single-Member District Two. Pursuant to the Election Code, the ordinance also declares the duly elected candidates for these positions and authorizes the issuance of certificates of election to each winner.

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. 2378

ORDINANCE NO. 2378

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A RUNOFF ELECTION HELD ON JUNE 7, 2025, TO ELECT A MAYOR, A COUNCIL MEMBER TO AT LARGE POSITION ONE, AND A COUNCIL MEMBER TO SINGLE MEMBER DISTRICT TWO.

WHEREAS, the City Council called a runoff election to be held on June 7, 2025, to elect a mayor, a council member to at large position one, and a council member to single member district two; and

WHEREAS, notice of the runoff election was given as required by law and the returns of the election have been made by the proper officers and canvassed by the City Council; NOW THEREFORE;

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

Section 1. That at the runoff election, the following votes were cast for the following candidates:

<u>Office and Name</u>	<u>Total Votes</u>	<u>Percentage</u>
Mayor		
William Ferguson	5,405	46.95%
Carol McCutcheon	6,107	53.05%
At Large Position One		
Maggy Horgan	4,281	41.44%
Jim Vonderhaar	6,050	58.56%
Single-Member District Two		
Sanjay Singhal	2,347	75.13%
Nasir Hussain	777	24.87%

Section 2. That the following persons are declared to have been elected to the following offices:

<u>Office</u>	<u>Name</u>
Mayor	Carol McCutcheon

At Large Position One

Jim Vonderhaar

Single-Member District Two

Sanjay Singhal

Section 3. That the persons declared to have been elected in Section 2 are hereby appointed to the Sugar Land Development Corporation.

ADOPTED on first and final consideration on June 17, 2025, in accordance with Article II of the City Charter.

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Mendenhall, City Clerk



City Council Agenda Request

June 17, 2025

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: Linda Mendenhall, City Clerk

Presented by: Joe R. Zimmerman, Mayor, Judge Dean Hrbacek, Fort Bend County Court at Law No. 6

Responsible Department: Admin

Agenda Caption:

OATH OF OFFICE

Administer the Oath of Office to Carol McCutcheon, Mayor; Jim Vonderhaar, Council Member At Large Position One; and Sanjay Singhal, Council Member District Two.

Recommended Action:

Administer Oath of Office to Carol McCutcheon, Mayor; Jim Vonderhaar, Council Member At Large Position One; and Sanjay Singhal, Council Member District Two.

Executive Summary:

Administer the Oath of Office to Carol McCutcheon, Mayor; Jim Vonderhaar, Council Member At Large Position One; and Sanjay Singhal, Council Member District Two.

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

June 17, 2025

Agenda Request No: IX.A.

Agenda of: City Council Meeting

Initiated by: SANDRA STROUD, Administrative Manager

Presented by: Sandra Stroud, Administrative Manager

Responsible Department: Animal Services - Division

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-34**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS; AUTHORIZING THE ACCEPTANCE OF A GRANT FROM PETCO LOVE AND THEIR VACCINATED & LOVED CAMPAIGN ("GRANT") AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO ACCEPT AND EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE GRANT.

Recommended Action:

Approval of grant award for vaccines received from Petco Love-Vaccinated & Loved Campaign

Executive Summary:

The City of Sugar Land Animal Services is always searching for grant opportunities or to partner with agencies that can offer innovative ways to help our community with their family pets. Petco Love is a national non-profit organization that improves the lives of pets and their families.

Staff recently submitted an application to Petco Love's *Vaccinated & Loved* campaign. This particular grant is dedicated towards reducing the spread of vaccine-preventable diseases to qualified organizations by hosting free public vaccine clinics for family pets in the community. Sugar Land Animal Services has been awarded 1000 doses of vaccines for both Canine and Feline pets. In addition to the vaccines, Petco will provide an initial stipend of \$3 per administered vaccine, to help cover additional costs for a total of \$3,000.00

Sugar Land Animal Services will host a free vaccine clinic on June 28 & 29, 2025 to benefit the community at the T.E. Harman Center.

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. Petco Love Vaccination & Loved Campaign Acceptance Letter 5.27.25
2. Resolution No. 25-34 accepting Petco Love grant



May 27, 2025

Congratulations City of Sugar Land Animal Services (74-6027491) and THANK YOU for helping Petco Love take action to reduce vaccine preventable diseases!

We're pleased to inform you that your application to participate in Petco Love's *Vaccinated & Loved* campaign has been pre-approved for the following quantities:

Canine DAPPv doses: 700

Feline HCP doses: 300

You may submit a reorder application if additional vaccines are needed for another vaccine clinic event. Please submit any additional vaccine requests through the same Partner Portal form.

We recognize that there is a cost of administering vaccines and therefore will provide an initial stipend of \$3 per administered vaccine. This stipend is based on the total number of administered vaccines reported on your quarterly grant reports.

At Petco Love we value our relationship with your organization and our mutual goal of saving lives. We appreciate your continued partnership as we work together to ensure that all pets have the chance to live their best lives.

Thank you for being our partners in saving lives!

Sincerely,
The Petco Love Team
partners@petcolove.org

RESOLUTION NO. 25-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS; AUTHORIZING THE ACCEPTANCE OF A GRANT FROM PETCO LOVE AND THEIR VACCINATED & LOVED CAMPAIGN ("GRANT") AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO ACCEPT AND EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE GRANT.

WHEREAS, Sugar Land Animal Services is holding a vaccination clinic June 28 and 29, 2025; and

WHEREAS, Petco Love has awarded Sugar Land Animal Services 700 doses of canine DAPPv and 300 doses of feline HCP to be administered at the clinic; and

WHEREAS, Petco Love has also awarded Sugar Land Services \$3.00 per dose to cover administrative costs to administer the vaccinations; NOW, THEREFORE,

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

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

Section 2. That the City Manager is designated as the Authorized Official to accept and execute all other necessary documents to accept said Grant.

APPROVED on _____, 2025

_____, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Mendenhall, City Clerk



City Council Agenda Request

June 17, 2025

Agenda Request No: IX.B.

Agenda of: City Council Meeting

Initiated by: Huy Ton, Senior Engineering Manager

Presented by: Huy Ton, Senior Engineering Manager

Responsible Department: Engineering

Agenda Caption:

CONTRACT AGREEMENT WITH BGE, INC.

Consideration of and action on a Contract with BGE, Inc. in the amount of \$248,479.00, for design services for the Groundwater Plants Rehabilitation Project, CIP CWA2505.

Recommended Action:

Authorize the execution of a professional services contract with BGE, Inc. in the amount of \$248,479.00 for the Design Phase Services of Groundwater Plants Rehabilitation, CIP CWA2505.

Executive Summary:

The City owns and operates 12 groundwater plants and 23 groundwater wells that provide services to residents and businesses in Sugar Land. Rehabilitating and replacing components at each of the City's groundwater plants and groundwater wells is part of the ongoing Capital Improvement Program to ensure that the City maintains firm redundancy in the water supply. These sites are evaluated, and improvements are made according to our risk matrix for groundwater plant assets to preserve and extend the useful life of each asset.

Staff identified six (6) Ground Water Plants (GWP) for rehabilitation in FY25. The scope includes removing and replacing chemical piping and instruments for the caustic and LAS systems, including chemical room piping and piping between day tanks, bulk tanks, and chemical fill stations. Winterizing foam will be replaced, and underground piping and conduits will be evaluated and upgraded as needed. Site-specific work includes roof replacement at Woodchester, rehabilitation of water blending units, chlorine contact tanks, and associated piping, valve replacements, replacement of the bleach system's flex tubing, and pressure testing of chemical carrier piping at Lakeview, First Colony, and Riverstone.

BGE, Inc. was selected as the consultant to perform the engineering design services required for this project. This selection was made in accordance with City Policy PU-109 for the procurement of professional services.

The scope of work for this professional services contract will include the following elements:

- Prepare engineering design submittals and deliverables(30%, 60%, and 90%)
- Provide technical specifications, and construction cost estimates
- Develop a utility conflict matrix
- Coordinate with subconsultants, agencies, and stakeholders
- Provide detailed project baseline schedules, milestones, activities and updates
- Issue bid documents and advertise the project on CivCast and attend the pre-bid conference
- Interpret plans and specifications and answer questions submitted by the potential bidders
- Tabulate the bids in unit price format, evaluate the bids for responsiveness, meet with the low bidder if necessary, and issue a recommendation of award to the City

The Engineering Department has negotiated the above scope of work with BGE, Inc. for a fee in the amount of \$248,479.00. There is currently \$2,160,000.00 available in CIP CWA2505 for FY25 Groundwater Plants Rehabilitation project. The remaining funds will be used for construction and contingencies.

The anticipated schedule to complete design services is 150 calendar days from the effective date of the Notice to Proceed.

The Engineering and Public Works Departments recommend the City Council authorize the execution of the professional services design contract with BGE, Inc. in the amount of \$248,479.00 for the Groundwater Plants Rehabilitation project, CIP CWA2505.

Budget

Expenditure Required: \$248,479.00

Current Budget: \$2,160,000.00

Additional Funding: N/A

Funding Source: Revenue Bonds, System Revenue

Account Number (ORG-OBJ-Project): 6029205-621015-CWA2505

Attachments

1. Contract_CoverSheet
2. Certificate of Insurance for City of Sugar Land
3. Form 1295
4. HB-89 - Verification
5. SB-13 (STATE OF TEXAS - SENATE BILL 13 VERIFICATION) Form
6. SB-19 (STATE OF TEXAS - SENATE BILL 19 VERIFICATION) Form
7. W9 2025

8. Proposal CWA2505 - Groundwater Plants Rehabilitation

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

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

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

CITY OF SUGAR LAND

ENGINEER:

By:

By:



Date:

Date: 5/19/2025

Title:

Title: Director

Company: BGE, Inc.

MATTER NUMBER: 6839M

APPROVED AS TO FORM:



II. General Information and Terms.

Engineer's Name and Address: BGE, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042

Project Description: CWA2505 – Groundwater Plants Rehabilitation for Six
Groundwater Facilities (Sugar Creek, Lakeview,
Woodchester, First Colony, Austin Parkway, and
Riverstone)

Maximum Contract Amount: \$248,479.00

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

Termination Date: See III.F.

Contract Parts: This Contract consists of the following parts:

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



May 5, 2025

Ms. Danica Mueller
Facility Operations Manager
City of Sugar Land
Public Works & Engineering
2700 Town Center Boulevard North
Sugar Land, Texas 77479

Re: CWA2505 - Groundwater Plants Rehabilitation
Proposal for Professional Engineering Services for six (6) groundwater facilities (Sugar Creek, Lakeview, Woodchester, First Colony, Austin Parkway, and Riverstone) as requested

Dear Ms. Mueller:

We are pleased to submit our proposal to provide professional engineering services as requested. Following is a description of the services to be provided.

Sugar Creek

The proposed scope includes the following:

- Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
- Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
- Remove and replace piping from the day tanks to the bulk tanks, and from the bulk tanks to the chemical fill stations.
- Remove and replace all piping winterizing foam
- Underground piping will undergo evaluation – pull chemical tubing through existing conduits, if fail, replace existing conduit with chemical tubing.

Lakeview

The proposed scope includes the following:

- Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
- Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
- Remove and replace piping from the day tanks to the bulk tanks, and from the bulk tanks to the chemical fill stations.
- Remove and replace all piping winterizing foam

- Rehabilitation the water blending units
- Installation of new valves where needed
- Replacement of cone valves with sleeve valves or alternatives
- Rehabilitation of the chlorine contact tanks. Tanks to be blasted and painted. Replace appurtenances (eg. ARVs)
- Rehabilitation of Water blending unit piping (blast and paint)
- Pressure test the chemical carrier piping from the chemical building to the blending unit injection points

Woodchester

The proposed scope includes the following:

- Remove and replace the roof for the admin building roof and its bays
- Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
- Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
- Remove and replace piping from the day tanks to the bulk tanks, and from the bulk tanks to the chemical fill stations.
- Remove and replace all piping winterizing foam
- Underground piping will undergo evaluation – pull chemical tubing through existing conduits, if fail, replace existing conduit with chemical tubing.

First Colony

The proposed scope includes the following:

- Remove and replace piping from the bulk tanks to the chemical fill stations
- Remove and replace all piping winterizing foam from the bulk tanks to the chemical fill stations
- Underground piping will undergo evaluation. Pull chemical tubing through existing conduits; if it fails, replace the existing conduit with chemical tubing.
- Rehabilitation the water blending units
- Installation of new valves where needed
- Replacement of cone valves with sleeve valves or alternatives
- Rehabilitation of the chlorine contact tanks. Tanks to be blasted and painted. Replace appurtenances (eg. ARVs)
- Pressure tests the chemical carrier piping from the chemical building to the blending unit injection points

Austin Parkway

The proposed scope includes the following:

- Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
- Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
- Remove and replace piping from the day tanks to the bulk tanks, and from the bulk tanks to the chemical fill stations.
- Remove and replace all piping winterizing foam
- Underground piping will undergo evaluation. Pull chemical tubing through existing conduits; if it fails, replace the existing conduit with chemical tubing.

Riverstone

The proposed scope includes the following:

- Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
- Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
- Pressure test the chemical carrier piping from the chemical building to the blending unit injection points
- Replace flex tubing from bleach system to water well.
Replace flex tubing from bleach system to ground storage tank mixing system.

Scope of Services

Please see Exhibit A for a detailed description of the Scope of Services. In general, basic design, bid and construction phase services are included.

Schedule

The anticipated schedule to complete the design services is 150 calendar days from the effective date of the Notice to Proceed.

Opinion of Probable Construction Costs

A budgetary construction costs estimate of \$1,400,000 which includes 30% contingency. We will provide a detailed opinion of probable construction costs with each of our milestone submittals.

Deliverables

Project deliverables include the following:

- 30% Submittal
 - Design Plans
 - Opinion of Probable Construction Costs
- 60% Submittal
 - Design Plans
 - Opinion of Probable Construction Costs
- 90% Submittal
 - Design Plans with agency review comments addressed
 - Draft Construction Contract Documents with Technical Specifications
 - Opinion of Probable Construction Costs
- 100% Submittal
 - Signed/sealed Design Plans with all agency approvals
 - Signed/sealed Construction Contract Document
 - Opinion of Probable Construction Costs

Submittals will be provided in electronic format for 30%, 60% and 90% submittals. Two (2) half size hard copies to be provided for 100% submittal if requested by City and one (1) full size set of printed "Record Drawings" and an electronic version for the City's permanent records.

Professional Fees

We propose to provide the design, bid and construction phases on a lump sum basis for a total fee of \$248,479. A detailed breakdown of these fees is included below.

Task	Fee
Design Phase	\$ 238,687
Bid Phase	\$ 9,792
Total Fee	\$ 248,479

Elizabeth Byrd, P.E. will serve as the project manager for this assignment. If this proposal meets your approval, please sign and return a copy for our files. If you have any questions or need any additional information, please contact Elizabeth at 713-488-8396 or ebyrd@bgeinc.com or me at lkovar@bgeinc.com or 713-488-8253.

Ms. Danica Mueller
City of Sugar Land
May 5, 2025
Page 5

Thank you again for the opportunity to submit this proposal. We look forward to working with you.

Sincerely,



Lindsay Kovar, P.E.
Director – Public Works
BGE, Inc.

Enclosures

AGREED AND
ACCEPTED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FOR: **City of Sugar Land**

| SCOPE OF WORK

OVERVIEW

1. Project Understanding

1. Project Description and Justification: Provide professional engineering services for six (6) groundwater facilities (Sugar Creek, Lakeview, Woodchester, First Colony, Austin Parkway, and Riverstone) as requested.
2. Sugar Creek:
 - i. Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
 - ii. Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
 - iii. Remove and replace piping from the day tanks to the bulk tanks, and from the bulk tanks to the chemical fill stations.
 - iv. Remove and replace all piping winterizing foam
 - v. Underground piping will undergo evaluation – pull chemical tubing through existing conduits, if fail, replace existing conduit with chemical tubing.
3. Lakeview:
 - i. Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
 - ii. Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
 - iii. Remove and replace piping from the day tanks to the bulk tanks, and from the bulk tanks to the chemical fill stations.
 - iv. Remove and replace all piping winterizing foam
 - v. Rehabilitation the water blending units
 - vi. Installation of new valves where needed
 - vii. Replacement of cone valves with sleeve valves or alternatives
 - viii. Rehabilitation of the chlorine contact tanks. Tanks to be blasted and painted. Replace appurtenances (eg. ARVs)
 - ix. Rehabilitation of Water blending unit piping (blast and paint)
 - x. Pressure test the chemical carrier piping from the chemical building to the blending unit injection points
4. Woodchester:
 - i. Remove and replace the roof for the admin building roof and its bays
 - ii. Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
 - iii. Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
 - iv. Remove and replace piping from the day tanks to the bulk tanks, and from the bulk tanks to the chemical fill stations.
 - v. Remove and replace all piping winterizing foam
 - vi. Underground piping will undergo evaluation – pull chemical tubing through existing conduits, if fail, replace existing conduit with chemical tubing.

5. First Colony:
 - i. Remove and replace piping from the bulk tanks to the chemical fill stations
 - ii. Remove and replace all piping winterizing foam from the bulk tanks to the chemical fill stations
 - iii. Underground piping will undergo evaluation. Pull chemical tubing through existing conduits; if it fails, replace the existing conduit with chemical tubing.
 - iv. Rehabilitation the water blending units
 - v. Installation of new valves where needed
 - vi. Replacement of cone valves with sleeve valves or alternatives
 - vii. Rehabilitation of the chlorine contact tanks. Tanks to be blasted and painted. Replace appurtenances (eg. ARVs)
 - viii. Pressure tests the chemical carrier piping from the chemical building to the blending unit injection points
6. Austin Parkway:
 - i. Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
 - ii. Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
 - iii. Remove and replace piping from the day tanks to the bulk tanks, and from the bulk tanks to the chemical fill stations.
 - iv. Remove and replace all piping winterizing foam
 - v. Underground piping will undergo evaluation. Pull chemical tubing through existing conduits; if it fails, replace the existing conduit with chemical tubing.
7. Riverstone:
 - i. Remove and replace chemical piping and instruments for the caustic system, including piping in the chemical room
 - ii. Remove and replace chemical piping and instruments for the LAS system, including piping in the chemical room
 - iii. Pressure test the chemical carrier piping from the chemical building to the blending unit injection points
 - iv. Replace flex tubing from bleach system to water well.
 - v. Replace flex tubing from bleach system to ground storage tank mixing system.

B. Project Conditions:

	Existing	Proposed
Roadway Type		
ROW Width (ft)	N/A	N/A
Travel Lanes	N/A	N/A
Median Width (ft)	N/A	N/A
Cross Streets	N/A	N/A
Drainage System	N/A	N/A
Outfalls	N/A	N/A

Detention Method	N/A	N/A
Bridge	N/A	N/A
Traffic Signals	N/A	N/A
Left Turn Lanes	N/A	N/A
Right Turn Lanes	N/A	N/A
Sidewalks or Trails (ft)	N/A	N/A
Bike Lanes	N/A	N/A
Impacted Parcels	N/A	N/A
Railroad X-ing	N/A	N/A
Pipeline X-ing	N/A	N/A
Existing Utility Easements	N/A	N/A
Roundabout Locations	N/A	N/A

PROJECT SCOPE

1. Project Management

- A. Consultant shall provide project management of the project per the agreed upon project schedule. This includes:
1. Coordination with Subconsultants
 - i. Coordinate, monitor and manage the project subconsultants. The Consultant shall ensure all components in the Scope of Work are being met by monitoring progress and taking corrective action when necessary.
 2. Coordination with Agencies and Stakeholders
 - i. Coordinate with partner agencies and stakeholders as needed for the development of the project.
 3. Project Schedule
 - i. Provide a detailed project baseline schedule, indicating milestones, major activities, and deliverables for the City of Sugar Land (City) Project Manager to review and comment on as part of proposal submittal. The schedule shall reflect estimated review

and processing times necessary by the agencies and departments involved. The Consultant shall maintain and update the schedule monthly.

4. Invoices
 - i. The Consultant shall submit, in a format acceptable to the City, invoices that detail all project costs based on the percentage of completion for each task and submit them to the City by the end of the month.
5. Monthly Progress Reports
 - i. Submit progress reports to the City by the end of the month with the invoice.
6. Permits and Agreements (Interlocal, Utility, Railroad, Permitting, etc.)
 - i. The Consultant shall review, comment, and provide Interpose No Objection (INO) letters for permit requests. The Consultant shall support the establishment of interlocal agreements as directed by the City Project Manager if required.

Deliverables: Updated Project Schedule; Monthly Progress Report; Invoices; Interpose No Objection letters, Agreement Exhibits

2. Design Phase

- A. The Consultant shall prepare design deliverables as outlined on the Submittal Checklist. The checklist is subject to change through the delivery of the project.
- B. 30% Design Submittal
 1. Plans (See Submittal Checklist)
 2. Construction Cost Estimate
 3. KMZ of project, including survey features, alignment, ROW, TCP, drainage, utilities, etc.
 4. Utility Conflict Table and Exhibits
- C. 60% Design Submittal
 1. Resubmit complete, bid ready plans with comments resolved (See Submittal Checklist)
 2. Construction Cost Estimate
 3. Comment Response Matrix
 4. KMZ of project, including survey features, alignment, ROW, TCP, drainage, utilities, etc.
 5. Utility Conflict Table and Exhibits
- D. 90% Design Submittal
 1. Resubmit complete, bid ready plans with comments resolved and sealed by a Professional Engineer (See Submittal Checklist)
 2. Construction Cost Estimate
 3. Construction Duration Estimate
 4. Comment Response Matrix
 5. KMZ of project, including survey features, alignment, ROW, TCP, drainage, utilities, etc.
 6. Utility Conflict Table and Exhibits

Project Name: CWA2505
City Project Number: CWA2505 Ground Water Plant Rehabilitation
Prime Consultant: BGE, Inc
Contract Type: Lump Sum

ATTACHMENT A

7. Regional General Permit Application
8. Bid Documents:
 - i. Bid Form
 - ii. List of Specs
 - iii. Scope of Work
- E. 100% Design Submittal:
 1. Resubmit complete, bid ready plans with comments resolved and sealed by a Professional Engineer (See Submittal Checklist)
 2. KMZ of project, including alignment, ROW, TCP, drainage, utilities, etc.
 3. CAD Files in .dwg format if requested
 4. Comment Log and Responses
 5. Construction Cost Estimate
 6. Construction Duration Estimate
 7. SWPPP Report including Small Construction Site Notice and STEERS NOI (if applicable)
 8. Geotechnical Report
 9. Utility Conflict Table and Exhibits
 10. Bid Documents:
 - i. Bid Form
 - ii. List of Specs
 - iii. Scope of Work
 11. Regional General Permit Application Approval
 12. Obtain utility signatures & agency approvals
 13. Permitting Approvals
 - 14.

Deliverables: Design Drawings and additional documents stated above

3. Bid Phase

- A. The Consultant shall support the City during the bidding of the project. Tasks include:
1. Post construction documents on a City approved bidding platform. (Optional)
 2. Attend the Pre-Bid Meeting and answer bidder questions.
 3. Issue addenda for clarifications to the plans and specifications.
 4. Attend bid opening.
 5. Tabulate and review all bids received and assist with evaluating the bids.
 6. Assist in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
 7. Prepare a Recommendation of Award.
 8. Upon award of a contract, assist with the execution, assembly, and distribution of the Conformed Project Manual, which includes the construction contract documents for the Project.

Deliverables: Bid Tabulation, Recommendation of Award, Conformed Project Manual

4. Construction Phase

- A. Consultant shall support the City during the construction phase of the project with Construction Administration Services. The tasks include:
1. Attend and assist the City in pre-construction conference(s) and any other project meetings as requested by the City Project Manager.
 2. Make periodic site visits (not less than monthly) to become generally familiar with the work progress, the quality of the work and to determine if the work is proceeding in accordance with the Contract Documents.
 3. After each site visit or project meeting, prepare and distribute written minutes as directed by the City (including work progress, quality of work performed, traffic control, storm water pollution prevention, tree protection, etc.) pursuant to the Contract Documents. A copy of each report shall be submitted to the City within three (3) working days.
 - i. Within twenty-four (24) hours of implementation of each traffic control phase/step, perform a daytime and nighttime site visit and submit a letter with the findings to the City.
 - ii. In performing these services, endeavor to protect the City against defects and deficiencies in the work. However, the Consultant does not guarantee the performance of their Contracts nor accepts responsibility for the Contractor's means, methods, and worker's safety. The Consultant shall not be responsible for the acts or omissions of the Contractor, or of any of their subcontractors, suppliers, or vendors.
 - iii. Consult with and advise the City, as often as requested, during construction. Issue instructions and/or reports as requested by the City within three (3) working days of the request.
 4. Review and submit comments on all project schedules as submitted by the Contractor.
 5. Maintain the project through applicable web-based information systems. Prepare and provide a list of all project bid items that require submittals to the City. Review and approve or disapprove submittals as submitted by the Contractor for compliance with design concepts,

the Contract Documents and with the applicable specifications within three (3) business days of receipt.

6. Review Requests for Information (RFIs) and address the design and technical matters of the issue within three (3) business days depending on the urgency of the issue. Correct errors and omissions in the drawings and specifications as requested by the City. Review change orders within three (3) business days of receipt.
7. Participate with the City's representatives in the Substantial Completion and/or Final Inspection of the project. Conduct inspections to determine the dates of Substantial and Final Completion.
8. Provide applicable Geographic Information Systems (GIS) linework, including type of infrastructure, size, material, and installation date in a shapefile accessible by ESRI products.
9. Prepare and deliver to the City one set of the record drawings in .pdf format including index with each sheet stamped "Record Drawings" (drawings to be indexed in chronological order by sheet number). Drawings shall show all changes made during construction based on change orders, marked-up prints, drawings, and other data furnished by the Contractor to the City.

B. The Consultant will also provide the following Additional Services, as directed.

1. Perform changes in the drawings and specifications for required changes that are not included in the scope of work.

SUPPLEMENTAL

1. Guidelines and Specifications

The Consultant shall adhere to the guidelines and criteria approved by the City. The guidelines and criteria supersede the contents of this scope of work and any deviations require the approval of the City Engineer.

- [The Texas Manual on Uniform Traffic Control Devices](#)
- [City of Sugar Land Construction Specifications](#)
- [City of Sugar Land Design Standards](#)
- [City of Sugar Land Construction Details](#)
- [City of Sugar Land Approved Products List and Product Application](#)
- [City of Sugar Land Traffic Impact Analysis Guidelines](#)

2. Submittal Checklist

The provided submittal checklist is intended as a guide and does not represent an exhaustive list of all necessary submittals required for successful completion of the work. The Consultant is responsible for identifying and providing all submittals, regardless of their inclusion or omission from the submittal checklist, that are necessary to fully satisfy the requirements of the bid documents and ensure proper execution of the project.

Sheet	30%	60%	90%	100%
GENERAL				
Cover Sheet	•	•	•	•
Index Sheet	•	•	•	•
Project Layout	•	•	•	•
General Notes	•	•	•	•
Quantity Summary Sheets		•	•	•
Proposed Typical Sections	•	•	•	•
Existing Typical Sections	•	•	•	•
SURVEY				
Survey Control Maps	•	•	•	•
Horizontal Data Sheet	•	•	•	•
DRAINAGE				
Drainage Area Maps	•	•	•	•
H&H Calculations	•	•	•	•
Outfall Plan and Profile & Culvert Layouts	•	•	•	•
ROADWAY				
Demolition & Clearing and Grubbing Layout		•	•	•
Plan and Profile (P&P) Sheets	•	•	•	•
Intersection Grading Layouts		•	•	•
Pipeline Crossing P&P Sheets		•	•	•
Driveway Summary		•	•	•
BRIDGE				
Bridge Layout	•	•	•	•
Bridge Typical Section	•	•	•	•
Bearing Seat Elevations		•	•	•
Foundation Layout & Details		•	•	•
Abutment Details		•	•	•
Bent Details		•	•	•
Framing Plan		•	•	•
Slab Plan & Section Details		•	•	•
Beam Design & Details		•	•	•
Bridge Deck Drainage Details		•	•	•
Bridge Boring Logs		•	•	•
Approach Slab Details		•	•	•
Bridge Standards		•	•	•
Bridge Specifications		•	•	•

Sheet	30%	60%	90%	100%
RETAINING WALL				
Retaining Wall Layout	●	●	●	●
Retaining Wall Boring Logs		●	●	●
TRAFFIC				
Traffic Control Plan		●	●	●
Signing and Pavement Markings		●	●	●
Basis of Estimate		●	●	●
Existing Conditions Layout		●	●	●
Proposed Traffic Signal Layout including Wiring Chart		●	●	●
Proposed Traffic Signal Elevations		●	●	●
Signal Standard Details and Specifications		●	●	●
Traffic Signal Notes		●	●	●
Wireless Communication Survey		●	●	●
ENVIRONMENTAL				
Storm Water Pollution Prevention Plans		●	●	●
Tree Protection Plan		●	●	●
PUBLIC UTILITY FACILITIES				
Process Flow Diagrams		●	●	●
Piping Diagrams		●	●	●
Hydraulic Profile Diagrams		●	●	●
Instrumentation Diagrams		●	●	●
Standard Details		●	●	●
Site Plan		●	●	●
Demolition Plan		●	●	●
Construction Phasing		●	●	●
Odor Control Sheets		●	●	●
Pump Curves		●	●	●
MECHANICAL				
Demolition Plan		●	●	●
Proposed Plan and Profile		●	●	●
Standard Details		●	●	●
ELECTRICAL				
Notes, Legends, and Schedules		●	●	●
Site Layout		●	●	●
One Line Diagram		●	●	●
Control Diagram		●	●	●
Instrumentation Diagram		●	●	●

Project Name: CWA2505
City Project Number: CWA2505 Ground Water Plant Rehabilitation
Prime Consultant: BGE, Inc
Contract Type: Lump Sum

ATTACHMENT A

Sheet	30%	60%	90%	100%
Standard Details		●	●	●
WATER & WASTEWATER				
Design Calculations		●	●	●
Plan and Profile (P&P) Sheets	●	●	●	●
Standard Details		●	●	●
PARKS				
Submittals vary based on the scope		●	●	●
FACILITIES				
Submittals vary based on the scope		●	●	●
MISCELLANEOUS				
Standard Details (to be placed at the end of each respective section)	●	●	●	●
Earthwork Calculations		●	●	●
Roadway Cross Sections		●	●	●
Right of Way Maps	●	●	●	●
Soil Boring Logs	●	●	●	●
Bid Form			●	●
Bid List of Specs			●	●
Bid Scope of Work			●	●
Sheet	30%	60%	90%	100%



City Council Agenda Request

June 17, 2025

Agenda Request No: IX.C.

Agenda of: City Council Meeting

Initiated by: Mitchell Davies, Director of Aviation

Presented by: Ronnie Stroud, Line Services Manager

Responsible Department: Airport

Agenda Caption:

CONTRACT AGREEMENT WITH AERO SPECIALTIES

Consideration of and action on a Contract with Aero Specialties, in the amount of \$158,887.29, for the purchase of a TPX-50-E Electric Towbarless Tug and associated equipment.

Recommended Action:

Airport staff recommends that the City Council approve the purchase from Aero Specialties of one (1) TXP-50-ET Electric Tug in the amount of \$155,990.00 and associated accessories in the amount of \$2,897.29, for a total amount of \$158,887.29.

Executive Summary:

To continue improving ground handling efficiency and environmental stewardship at Sugar Land Regional Airport, staff recommends the purchase of one (1) TXP-50-ET Electric Towbarless Tug. This equipment will replace a traditional diesel tug and enhance operational readiness ahead of the 2026 FIFA World Cup, where the movement of aircraft will be critical to the success of this event as well as daily operations at the FBO. To ensure we received competitive pricing, the Airport went out for bids using OpenGov and Aero Specialties was the lowest bidder.

The purchase of a towbarless tug was advertised on OpenGov on April 23, 2025; we received (3) bids from the following companies and they were opened on May 8, 2025:

1. AERO Specialties, Inc.: \$155,990.00 (Lowest Bid)
2. Wright & Wright Machinery Co Inc.: \$165,368.08
3. Technology International, Inc.: \$180,800.00

The TXP-50-ET is a state-of-the-art, towbarless electric tug designed to enhance both safety and performance on the ramp. It reduces the typical hook-up and towing time from 5–7 minutes to just 2 minutes, and requires only a single operator. This efficiency gain translates to an estimated 218 additional productive hours annually, significantly improving ramp operations, safety, and

customer service, especially during peak periods.

From a cost perspective, the TXP-50-ET operates at just \$0.90 per hour, compared to \$6.00 per hour for a traditional diesel tug, resulting in approximately \$5,300 in annual fuel savings. Maintenance costs are also dramatically lower, with traditional tugs averaging \$4,000 per year versus just \$500–\$1,000 for electric models, yielding an additional \$3,000–\$4,000 in savings. In total, this represents annual savings of \$8,300–\$10,300, all while operating at zero emissions and producing minimal noise, making it a smart, sustainable investment for our operation.

With the 2026 FIFA World Cup expected to bring a significant increase in traffic to the airport, this purchase positions us to meet the anticipated rise in service demand. Given the long lead times for aviation equipment—and the need to allow sufficient time for delivery, setup, and staff training—Airport staff have elected to move forward with purchasing the tug and necessary accessories in FY25, utilizing contingency funds.

Airport staff recommends that the City Council approve the purchase from Aero Specialties of one (1) TXP-50-ET Electric Tug in the amount of \$155,990.00 and associated accessories in the amount of \$2,897.29, for a total amount of \$158,887.29.

Budget

Expenditure Required: \$158,887.29

Current Budget: \$0.00

Additional Funding: \$158,887.29

Funding Source: Airport Contingency Fund

Account Number (ORG-OBJ-Project): 6119315-9-621000

Attachments

1. Aero Specialties Quote
2. Technology International, Inc. Quote
3. Wright & Wright Machinery Co Inc Quote
4. Form 1295 Certificate
5. HOUSE_BILL_89_VERIFICATION_AERO_SPECIALTIES_4-29-25
6. SENATE_BILL_13_VERIFICATION_AERO_SPECIALTIES_4-29-25
7. SENATE_BILL_19_VERIFICATION_AERO_SPECIALTIES_4-29-25
8. City of Sugar Land_Contract Cover Page_AERO Specialties

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES

\$100K to \$999,999.99

(Rev. 1-16-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: Derek Rose

Date:

Date: May 22nd, 2025

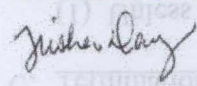
Title:

Title: VP of Sales

Company: AERO Specialties, Inc.

MATTER NUMBER: 6884M

APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address: AERO Specialties

11175 W. Emerald Street

Boise, ID 83713

Description of Services:

Purchase of Aircraft Towing Vehicle & Associated
Accessories (2025-ITB-038)

Maximum Contract Amount:

\$158,887.29

Effective Date:

On the latest of the dates signed by both parties.

Termination Date:

See III.C.

Contract Parts: This Contract consists of the following parts:

I. Signatures

II. General Information and Terms

III. Standard Contractual Provisions

IV. Additional Terms or Conditions

V. Additional Contract Documents



City Council Agenda Request

June 17, 2025

Agenda Request No: IX.D.

Agenda of: City Council Meeting

Initiated by: Yomara Frias, Administrative Coordinator

Presented by: Robert Bowman, IT Manager

Responsible Department: Information Technology

Agenda Caption:

CONTRACT AGREEMENT WITH TANCHES GLOBAL MANAGEMENT, INC.

Consideration of and action on authorization of a Contract with TanChes Global Management, Inc., in the amount of \$295,630.20 through the Texas Department of Information Resources Cooperative Purchasing Contract No. CPO-5792 and Omnia Partners Cooperative Purchasing Contract No. R240303, for the Fiscal Year 2025 technology refresh of Dell server replacement and associated equipment and services.

Recommended Action:

Staff recommends approving a contract with TanChes Global Management, Inc., in the amount of \$295,630.20 to purchase replacement hardware.

Executive Summary:

The City of Sugar Land uses virtualization technology that allows many servers to share the same computer hardware. A single physical server can run multiple virtual servers which optimizes the use of computer memory and processing power. The City currently has three virtualization environments. One of these virtualization environments operates the City's Enterprise Resource Planning (ERP) software, which includes applications such as accounting, purchasing, receivables, payroll, permitting, utility billing, and human capital management. As part of the City's technology refresh policy, this virtualization environment has been identified for replacement and upgrade based on its age and useful life. The ERP applications are considered mission-critical to the functioning of the City. The replacement and upgrade address performance limitations, capacity constraints, and continued vendor support. Without the replacement, support for any hardware failures would be extremely limited.

The contract includes:

(3) Dell PowerEdge R660 enterprise-grade servers.

This is the physical hardware that supports the virtualization environment.

VMware Licensing to support an integrated environment.

This is software that allows multiple servers to share the same physical hardware.

5-year Dell ProSupport Plus Mission Critical coverage with 4-hour onsite support.

This is warranty support for any hardware failures.

The cost of this replacement hardware will be in the amount of **\$295,630.20** and was budgeted and funded as part of the technology replacement schedule for FY25. The procurement method is through cooperative purchase via Texas DIR Contract CPO-5792 and Omnia Partners Contract # R240303

Budget

Expenditure Required: \$295,630.20

Current Budget: \$295,630.20

Additional Funding: N/A

Funding Source: IT Tech Replacement Fund

Account Number (ORG-OBJ-Project): 30311999-621000

Attachments

1. Contract
2. 1295 Form
3. HB 89
4. SB13
5. SB19
6. Vmware Cloud Quote
7. Server Quote

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

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: Tanaz Choudhury

Date:

Date: 5/23/2025

Title:

Title: President

Company: TanChes Global Management, Inc.

MATTER NUMBER: 6733M
APPROVED AS TO FORM:

Angela Mann

Tanaz Choudhury



II. General Information and Terms.

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

Description of Services: Purchase of Dell Servers & Three-Year VMware Cloud Foundation Subscription

Maximum Contract Amount: \$295,630.20 (\$149,895.00 Dell Servers + \$48,578.40/year VMware Cloud Foundation Subscription x 3 years)

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

Subscription Start Date: The date the City receives full access to the VMware Cloud Foundation software.

Subscription End Date: One year from the Subscription Start Date. The Subscription will automatically renew on the same terms and conditions provided herein for two (2) additional one-year terms.

Termination Date: See III.C.



Prepared for:

City of Sugar Land

Prepared by:

TanChes Sales

We have prepared a quote for you

COSL - VMWare Cloud Foundation (New)-
Quoted on Omnia Contract # R240303

Quote # 001682
Version 2



COSL - VMWare Cloud Foundation (New)- Quoted on Omnia Contract # R240303

VMWare Cloud Foundation 5 (Quoted on Omnia Contract # R240303) - Payment

1

Description	Price	Qty	Ext. Price
VMware Cloud Foundation 5 VMware Cloud Foundation 5 New VMware, LLC - VCF-CLD-FND-5 Start Date: 05/30/2025 End Date: 05/29/2026 MFG: VCF-CLD-FND-5 MSRP: \$350.00 /EACH Contract DNE: \$343.00 /EACH	\$337.35	144	\$48,578.40
Subtotal:			\$48,578.40

VMWare Cloud Foundation 5 (Quoted on Omnia Contract # R240303) - Payment

2

Description	Price	Qty	Ext. Price
VMware Cloud Foundation 5 VMware Cloud Foundation 5 New VMware, LLC - VCF-CLD-FND-5 Start Date: 05/30/2026 End Date: 05/29/2027 MFG: VCF-CLD-FND-5 MSRP: \$350.00 /EACH Contract DNE: \$343.00 /EACH	\$337.35	144	\$48,578.40
Subtotal:			\$48,578.40



<https://tanches.com>

Quote #001682 v2

VMWare Cloud Foundation 5 (Quoted on Omnia Contract # R240303) - Payment

3

Description	Price	Qty	Ext. Price
VMware Cloud Foundation 5 VMware Cloud Foundation 5 New VMware, LLC - VCF-CLD-FND-5 Start Date: 05/30/2027 End Date: 05/29/2028 MFG: VCF-CLD-FND-5 MSRP: \$350.00 /EACH Contract DNE: \$343.00 /EACH	\$337.35	144	\$48,578.40
Subtotal:			\$48,578.40



<https://tanches.com>

Quote #001682 v2

COSL - VMWare Cloud Foundation (New)- Quoted on Omnia Contract # R240303



Prepared by:

TanChes Global Management, Inc.

TanChes Sales
281-826-2437
sales@tanches.com

Prepared for:

City of Sugar Land

2700 Town Center Blvd. North
Sugar Land, TX 77479
Robert Bowman
(281) 275-2700
rbowman@sugarlandtx.gov

Quote Information:

Quote #: 001682

Version: 2
Delivery Date: 05/22/2025
Expiration Date: 06/23/2025

Quote Summary

Description	Amount
VMWare Cloud Foundation 5 (Quoted on Omnia Contract # R240303) - Payment 1	\$48,578.40
VMWare Cloud Foundation 5 (Quoted on Omnia Contract # R240303) - Payment 2	\$48,578.40
VMWare Cloud Foundation 5 (Quoted on Omnia Contract # R240303) - Payment 3	\$48,578.40
Total:	\$145,735.20

Payment Options

Description	Payments	Interval	Amount
Initial Payment			
100% Down of Products and Services	1	One-Time	\$0.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

TanChes Global Management, Inc.

City of Sugar Land

Signature: _____
Name: TanChes Sales
Title: Sales
Date: 05/22/2025

Signature: _____
Name: _____
Date: _____



Prepared for:

City of Sugar Land

Prepared by:

TanChes Sales

We have prepared a quote for you

COSL - DELL POWEREDGE R660 X 3 ON DELL
TX DIR CPO 5792

Quote # 001605
Version 2



COSL - DELL POWEREDGE R660 X 3 ON DELL TX DIR CPO 5792

Products (Quoted on Dell TX DIR CPO 5792)

Description	Price	Qty	Ext. Price
PowerEdge R660 	\$49,965.00	3	\$149,895.00
PowerEdge R660 Server			
Trusted Platform Module 2.0 V5			
2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11			
Intel Xeon Gold 6542Y 2.9G, 24C/48T, 20GT/s, 60M Cache, Turbo, HT (250W)			
DDR5-5200			
Intel Xeon Gold 6542Y 2.9G, 24C/48T, 20GT/s, 60M Cache, Turbo, HT (250W)			
DDR5-5200			
Additional Processor Selected			
No HBM			
Performance Heatsink for 2 CPU configuration (CPU morethan or equal to 250W)			
Performance Optimized			
5600MT/s RDIMMs			
Unconfigured RAID			
PERC H755 SAS Front			
Front PERC Mechanical Parts, rear load			
Power Saving Dell Active Power Controller			
UEFI BIOS Boot Mode with GPT Partition			
No Energy Star			
4 Very High Performance Fans			
Dual, Redundant(1+1), Hot-Plug Power Supply, 1100WMM(100-240Vac) Titanium			
Riser Config 1, Low Profile, 3x16 LP Slots (Gen4)			
Motherboard MLK supports ALL CPUs and is required for CPUs 250W and above			
Dell Connectivity Client - Disabled			
Dell Connectivity Module			
Secured Component Verification			
iDRAC9, Datacenter 16G			
OpenManage Enterprise Advanced Plus			
Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0			
Broadcom 5720 Dual Port 1GbE LOM			
No Cables Required			
PowerEdge 1U LCD Bezel			
Dell Luggage Tag			
BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)			
BOSS Cables and Bracket for R660			
No Quick Sync			
iDRAC, Legacy Password			
iDRAC Service Module (ISM), NOT Installed			
iDRAC Group Manager, Disabled			
No Operating System			
No Media Required			
Cable Management Arm			
ReadyRails Sliding Rails (A15)			



Products (Quoted on Dell TX DIR CPO 5792)

Description	Price	Qty	Ext. Price
No Systems Documentation, No OpenManage DVD Kit PowerEdge R660 Shipping PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" SmartFlow or 16xEDSFF R660 Dell label (BIS) for 2.5" Chassis PowerEdge R660 CE, CCC Marking ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended Dell Hardware Limited Warranty Plus On-Site Service Thank you for choosing Dell ProSupport Plus. For techsupport, visit //www.dell.com/contactdell Dell Limited Hardware Warranty Plus Service, Extended Year(s) QTY 16 - 64GB RDIMM, 5600MT/s, Dual Rank 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD QTY 2 - Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) QTY 2 - C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2 QTY 4 - SFP28 SR Optic, 25GbE, 85C, for all SFP28 ports Includes: Professional Services Consulting Credit 10000 Expires after 1 Year MSRP: \$10,000 /EACH DIR: \$9,700.00 /EACH MFG: 210-BEQQ MSRP: \$114,284.25 /EACH Contract DNE: \$95,804.49 /EACH			
Subtotal:			\$149,895.00



<https://tanches.com>

Quote #001605 v2

COSL - DELL POWEREDGE R660 X 3 ON DELL TX DIR CPO 5792



Prepared by:

TanChes Global Management, Inc.

TanChes Sales
281-826-2437
sales@tanches.com

Prepared for:

City of Sugar Land

2700 Town Center Blvd. North
Sugar Land, TX 77479
Robert Bowman
(281) 275-2700
rbowman@sugarlandtx.gov

Quote Information:

Quote #: 001605

Version: 2
Delivery Date: 05/13/2025
Expiration Date: 06/16/2025

Quote Summary

Description	Amount
Products (Quoted on Dell TX DIR CPO 5792)	\$149,895.00
Total:	\$149,895.00

Payment Options

Description	Payments	Interval	Amount
Initial Payment			
100% Down of Products and Services	1	One-Time	\$0.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

TanChes Global Management, Inc.

City of Sugar Land

Signature: _____
Name: TanChes Sales
Title: Sales
Date: 05/13/2025

Signature: _____
Name: _____
Date: _____



City Council Agenda Request

June 17, 2025

Agenda Request No: IX.E.

Agenda of: City Council Meeting

Initiated by: Summer O'Brien, Treasury Manager

Presented by: Summer O'Brien, Treasury Manager

Responsible Department: Finance

Agenda Caption:

CONTRACT AGREEMENT WITH MCCREARY, VESELKA, BRAGG & ALLEN

Consideration of and action on approval of a contract with McCreary, Veselka, Bragg & Allen (MVBA) for delinquent collection services for EMS and miscellaneous accounts receivable debt for a period of 12 months with four (4) automatic one-year renewals.

Recommended Action:

Consideration and approval of a contract with McCreary, Veselka, Bragg & Allen (MVBA) for delinquent collection services for EMS and miscellaneous accounts receivable.

Executive Summary:

The City's Financial Management Policy Statements direct that the City should solicit proposals for delinquent collection services at least every five (5) years. The City last conducted an RFP process in 2019 and the contracts were effective in March 2020.

On January 22, 2025, the City solicited proposals for delinquent collections services - including Municipal Court, EMS billing, and Miscellaneous Receivables. The proposals were due on February 13, 2025. The RFP was designed so that a firm could respond to as few as one or as many as three sections without being penalized for not responding to all sections. Two firms submitted proposals for EMS billing and miscellaneous receivables collection; both firms were deemed to meet the minimum qualifications and were evaluated by the team. A committee of four staff members reviewed the proposals and submitted scores to purchasing for evaluation. Firms that submitted proposals for EMS and Miscellaneous Receivables are shown below:

Firm	Ranking
McCreary, Veslka, Bragg & Allen	1
IC System	2

MVBA was the top-ranked proposal for both EMS Billing and Miscellaneous Receivables. The

proposed fee is 25% of the amount collected for both EMS Billing and Miscellaneous Receivables. The payments that are collected will be remitted to the City on a weekly basis. The fees will be invoiced and paid by the City to MVBA monthly based on amounts collected.

Legislative Impacts

The 86th legislative session saw the passage of HB 2826, which requires the Attorney General's (AG's) review and approval of contingent fee legal services contracts. Upon approval of the contract by City Council, staff will submit the contract along with a questionnaire to the AG. Any reviews, findings, and approvals by the governing body must be completed prior to submission to the AG for review. The AG has up to 90 days after receiving the contract to determine whether to approve it. If no response is received from the AG in 90 days, the contract is deemed approved. As part of the contract award, the City Council must find that the contingent fee contract is the most efficient method to conduct the legal services. These findings must be stated prior to submitting the contract to the AG for review.

On approval of a contingent fee contract, the city council shall state in writing that the city finds that: (1) there is a substantial need for the legal services; (2) the legal services cannot be adequately performed by the attorneys and supporting personnel of the city; and (3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the city does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Staff recommends approval of a contract with McCreary, Veselka, Bragg & Allen (MVBA) for delinquent collection services for EMS and miscellaneous accounts receivable debt for a period of 12 months with four (4) automatic one-year renewals.

Budget

Expenditure Required: 25% of collections

Current Budget: NA

Additional Funding: NA

Funding Source: General Fund- Finance Operating Budget

Account Number (ORG-OBJ-Project): 1012105-541000

Attachments

1. City of Sugar Land AR & EMS Signed Contract
2. Form 1295
3. House Bill 89
4. Senate Bill 13
5. Senate Bill 19

6. Insurance

CITY OF SUGAR LAND
CONTRACT FOR DELINQUENT COLLECTION SERVICES
(Rev. 5-2-2025)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:



Date:

Date: May 21, 2025

Title:

Title: Director of Operations

Company: MVBA, LLC dba Accounts Receivable Collections Group

APPROVED AS TO FORM:

II. Findings Under Tex. Gov't Code § 2254.1036(b). The City Council of the City of Sugar Land finds that:

A. There is a substantial need for the legal services;

B. The legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Sugar Land; and

C. The legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the City of Sugar Land does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

III. General Information and Terms.

Contractor's Name and Address: McCreary, Veselka, Bragg & Allen (MVBA) PC
700 Jeffrey Way, Suite 100
Round Rock, Texas 78665

Description of Services: Delinquent Debt Collection Services for EMS Billing and Miscellaneous Receivables (RFP No. 2025-RFP-022).

Maximum Contract Amount: 25% of the total amount collected pursuant to this Contract.

Effective Date: This Contract is effective and enforceable after review and

approval by the Texas Office of the Attorney General (“OAG”). No legal services will be or have been performed under this Contract unless and until the Contract is approved by the OAG pursuant to Tex. Gov’t Code § 2254.1038 (b)-(c). The Effective Date will be the date the Contract is approved, or considered approved, by the OAG.

Termination Date: Twelve months from the Effective Date.

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

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. Findings Under Tex. Gov’t Code § 2254.1036(b).
- III. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

IV. Standard Contractual Provisions.

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

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

MVBA EMS & Misc. Collections/Page 2

included in the scope of work or a change order under the Contract. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

C. Termination Provisions.

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

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

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

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. A provision in the Contractor's Additional Documents is void and unenforceable if it: (1) limits or releases the Contractor from liability that would exist by law in the absence of the provision; (2) creates liability for the City that would not exist by law in the absence of the provision; or (3) waives or limits the City's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. Contractor will be liable for all damages incurred and assume full responsibility for the work to be performed under this Contract. Contractor releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, known and unknown, including, but not limited to, attorney's fees and court costs, for any injury to, including death of, any person whether that person be a third person, the Contractor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with this Contract, whether or not the claims, demands, and causes of action in whole or in part are covered by insurance. **THE CONTRACTOR AGREES TO INDEMNIFY THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS, AND HOLD THEM HARMLESS AGAINST ANY AND ALL LIABILITIES, INCLUDING JUDGMENTS, COSTS AND ATTORNEY'S FEES, FOR ANY ACT OR OMISSION BY THE CONTRACTOR UNDER THIS CONTRACT.**

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

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

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

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

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

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

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

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

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

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

O. Standard of Care for Architects and Engineers. Services must be performed with professional skills and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

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

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

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

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

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

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

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

R. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex. Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

- (2) where the City knows that the company is:

- (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:

- (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or

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

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

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

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

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

X. Preservation and Provision of Contracting Information. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. That subchapter applies to contracts for the purchase of goods and services by the City where: (1) the Maximum Contract Amount in Sec. II is \$1,000,000.00 or greater; and/or (2) will result in the expenditure of at least \$1,000,000.00 by the City in a fiscal year.

For the duration of the Contract, and in accordance with records retention requirements governed by Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7, and any other applicable statute, ordinance, or policy, Contractor will preserve all contracting information, as defined by Section 552.003 of the Texas Government Code, related to this Contract. Upon receiving a written request from the City, Contractor will promptly provide any contracting information related to this Contract that is in the custody or possession of Contractor. Upon the expiration or termination of this Contract, Contractor will either: (1) provide, at no cost to the City, all contracting information related to this Contract that is in the custody or possession of Contractor; or (2) preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

V. Additional Terms or Conditions. This Contract is additionally governed by the terms and conditions of the City of Sugar Land Request for Proposal, RFP No. 2025-RFP-022, Delinquent Debt Collection Services, are incorporated by reference and be deemed to have the same force and effect as if set forth in full herein. The City rejects any and all additional terms and conditions submitted, presented or included in the Contractor's response to the RFP.

In addition, pursuant to Chapter 2254 of the Texas Government Code, Subchapter C, the Contractor agrees to the following additional terms and conditions:

A. The Contractor will keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the Contract (Tex. Gov't Code § 2254.104(a)).

B. The Contractor shall permit the governing body of the City, the attorney general, and the City's auditor, as applicable, each to inspect or obtain copies of the time and expense records at any time on request (Tex. Gov't Code § 2254.104(b)).

C. On conclusion of the Contract, the Contractor shall provide the City with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the Contractor's computation of the amount of the contingent fee, and contains the final complete time and expense records required by Section V.A. above (Tex. Gov't Code § 2254.104(c)).

D. All time and expense records required herein are public information subject to required public disclosure under Texas Government Code Chapter 552. Information in the records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the City's City Attorney determines that withholding the information is necessary to protect the City's strategy or position in pending or reasonably anticipated litigation. Information withheld from public disclosure under this Section V.D. shall be segregated from information that is subject to required public disclosure. This Section V.D. does not apply to the written statement required by Section V.C. above (Tex. Gov't Code § 2254.104(d)).

E. The contingency fee will be calculated based on the gross collection amounts collected by the Contractor and remitted to the City. All gross collections will be submitted to the City and the Contractor will separately invoice the City for its fee. The fee will be the percentage rate specified in Part III of this Contract, as applied to the gross collections. [Gross collections x 25% = collection fee] (Tex. Gov't Code § 2254.105(1)).

F. The City shall pay no fee to the Contractor when the balance due has been reduced resulting from City action, such as application of a refund, security deposit, account adjustment, or if the matter is settled, tried, or tried and appealed. Also, no fee will be paid based upon a collection resulting from the City receiving payment due to a customer refinancing or selling their home when a lien of any amount was in place (Tex. Gov't Code § 2254.105(2)).

G. Contractor is responsible for all expenses and costs involved in the collection of assigned accounts, including costs of litigation and other expenses, and such costs are not subject to reimbursement by the City, without regard to the outcome of the matter (Tex. Gov't Code § 2254.105(3)).

H. Any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of Contractor is an expense subject to reimbursement only in accordance with Tex. Gov't Code Chapter 2254, Subchapter C (Tex. Gov't Code § 2254.105(4)).

I. The amount of the contingent fee and reimbursement of expenses under the Contract will be paid and limited in accordance with Tex. Gov't Code Chapter 2254, Subchapter C (Tex. Gov't Code § 2254.105(5)).

J. This is a contract under which a series of recoveries is contemplated and the amount of each individual recovery is not expected to and will not exceed \$100,000 (Tex. Gov't Code § 2254.106(f)(2)).

K. The Contractor will indemnify or hold harmless the City from claims and liabilities resulting from negligent acts or omissions of the Contractor or persons it employs (Tex. Gov't Code § 2254.1034(a)).

L. No attorneys, law clerks, or paralegals will perform services under the Contract. No

MVBA EMS & Misc. Collections/Page 9

contract or subcontracted work for the Contract will be performed by an attorney, law clerk, or paralegal. Therefore, the reasonable hourly rate for work performed by an attorney, law clerk, or paralegal who will perform legal or support services under the contract is \$0.00/hour (Tex. Gov't Code § 2254.106(a)).

M. The base fee will be computed as follows. For each attorney, law clerk, or paralegal who is a contracting attorney or a partner, shareholder, or employee of Contractor, the number of hours the attorney, law clerk, or paralegal works in providing legal or support services under the Contract will be multiplied by the reasonable hourly rate stated in subsection III.L. The resulting amount is the base fee. The computation of the base fee may not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of the Contractor (Tex. Gov't Code § 2254.106(b)).

N. Subject to subsection III.O, the contingent fee is computed by multiplying the base fee by a multiplier of 0. This is a reasonable multiplier based on any expected difficulties in performing the contract, the amount of expenses expected to be risked by Contractor, the expected risk of no recovery, and any expected long delay in recovery (Tex. Gov't Code § 2254.106(c)).

O. The amount of the contingent fee will not exceed the lesser of the stated percentage of the amount recovered or the amount computed under Tex. Gov't Code § 2254.106, Subsections (a), (b), and (c). Therefore, the contingent fee for individual recoveries exceeding \$100,000 is limited to 25% of the amount recovered. Notwithstanding the foregoing, the amount of the contingent fee for individual recoveries that exceed \$100,000 will not exceed the lesser of the stated percentage of the amount recovered or the amount computed under subsections IV.L., M., and N hereinabove (Tex. Gov't Code § 2254.106(d)).

P. Subsections IV.L., M., N., and O. apply to each individual recovery under the Contract that actually exceeds \$100,000, and provide the method for computing the fee for each individual recovery that actually exceeds \$100,000 (Tex. Gov't Code § 2254.106(g)).

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

Exhibit A. Contractor's Additional Contract Documents:

- A-1. MVBA PC's Proposal in Response to RFP No. 2025-RFP-022, dated February 13, 2025 (116 pages)
- A-2. Certificate of Interested Persons with Certification of Filing (1 page)

Exhibit B. City's Additional Contract Documents:

- B-1. Insurance Requirements (2 pages)
- B-2. RFP No. 2025-RFP-022 (34 pages)



City Council Agenda Request

June 17, 2025

Agenda Request No: IX.F.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Linda Mendenhall, City Clerk

Responsible Department:

Agenda Caption:

MINUTES

Consideration of and action on the minutes of the June 3, 2025 meeting.

Recommended Action:

Consider the minutes of the June 3, 2025 meeting.

Executive Summary:

Consider the minutes of the June 3, 2025 meeting.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): NA/

Attachments

1. June 3, 2025 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, June 3, 2025
City Council Meeting Minutes
City Council Chamber
5:30 PM

I. Attention

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

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

II. Call to Order

Quorum Present

Joe Zimmerman, William Ferguson, Suzanne Whatley, Naushad Kermally, Stewart Jacobson, Robert Boettcher, and Rick Miller were present.

III. Invocation

Councilmember William Ferguson

IV. Pledges of Allegiance

Councilmember William Ferguson

V. Public Comment

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

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

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

No members of the public addressed the City Council.

VI. Consent Agenda

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

agenda.

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-33**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) PROGRAM CALL FOR PROJECTS; AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

Melanie Beaman, Transportation & Mobility Manager

Melanie Beaman, Transportation & Mobility Manager, made comments and answered questions from the Council.

A motion to **Approve of Resolution No. 25-33**, was made by Robert Boettcher and seconded by Rick Miller, the motion **Passed**.

Ayes: Joe Zimmerman, William Ferguson, Suzanne Whatley, Naushad Kermally, Stewart Jacobson, Robert Boettcher, Rick Miller

- B. **CONTRACT WITH FOSTER & FREEMAN USA, INC.**
Consideration of and action on authorization of a Contract with Foster & Freeman USA Inc., in the amount of \$151,787.86, for the purchase of a forensic imaging system for the Sugar Land Police Department.

Joe Carter, Interim Police Captain - Special Operations

- C. **ACCEPTANCE OF OPIOID SETTLEMENT PROCEEDS AND BUDGET AMENDMENT**
Consideration of and action on acceptance of Opioid Settlement Proceeds from the Opioid Abatement Trust Fund, in the amount of \$95,804.79; and authorization of a Budget Amendment in the amount of \$95,804.79 to revenues and expenditures.

Gregory Suter, Police Captain - Staff Services Bureau

- D. Consideration of and action on the minutes of the May 20, 2025 meeting.
Linda Mendenhall, City Clerk

A motion to **Approval the consent agenda items B through D**, was made by Naushad Kermally and seconded by Robert Boettcher, the motion **Passed**.

Ayes: Joe Zimmerman, William Ferguson, Suzanne Whatley, Naushad Kermally, Stewart Jacobson, Robert Boettcher, Rick Miller

VII. City Council and City Manager Reports

In accordance with Texas Government Code section 551.0415, City Council Members and the City Manager

may provide reports on items of community interest. No action, consideration or discussion will occur regarding these reports.

Mayor Zimmerman and Council member Naushad Kermally gave speeches during the City Council and City Manager Reports.

VIII. Closed Executive Session

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

Section 551.087 Deliberation Regarding Economic Development Negotiations:

For the purpose of deliberation regarding the offer of a financial or other incentive to a business prospect the City seeks to have locate, stay, or expand in or near the City.

Jennifer Alexander, Business Development Manager

RECESS: Mayor Zimmerman recessed the meeting into closed executive session at 5:48 p.m.

RECONVENE: Mayor Zimmerman reconvened the meeting at 5:54 p.m.

IX. Adjournment

No further business was discussed during the meeting. The meeting was adjourned at 5:55 p.m.

A motion to **Adjourn at 5:55 p.m.**, was made by Joe Zimmerman and seconded by Suzanne Whatley, the motion **Passed**.

Ayes: Joe Zimmerman, William Ferguson, Suzanne Whatley, Naushad Kermally, Stewart Jacobson, Robert Boettcher, Rick Miller

Linda Mendenhall, City Clerk





City Council Agenda Request

June 17, 2025

Agenda Request No: X.A.

Agenda of: City Council Meeting

Initiated by: Mitchell Davies, Director of Aviation

Presented by: Mitchell Davies, Director of Aviation

Responsible Department: Airport

Agenda Caption:

PROFESSIONAL SERVICES CONTRACT WITH WOOLPERT

Consideration of and action on authorization of a Contract with Woolpert, in the amount of \$195,674.00, for a Sugar Land Regional Airport Vertiport Study for the Terminal Ramp Expansion & Vertiport Project, CIP CAP2501.

Recommended Action:

Approve Professional Services Contract with Woolpert in the amount of \$195,674.00 for a Vertiport Study for the Terminal Ramp Expansion & Vertiport Project, CIP CAP2501.

Executive Summary:

The Airport is seeking to conduct a Vertiport Study as a key component to establish an operational Vertiport in Sugar Land by 2030. This vision aligns with recommendations from the Airport Master Plan, which identified Advanced Air Mobility (AAM) as a transformative technology with the potential to benefit both the Airport and the community.

Advanced Air Mobility (AAM) is a transformative aviation concept that uses electric Vertical Takeoff and Landing (eVTOL) aircraft to provide efficient, low-noise, and sustainable transportation for passengers over short to medium distances. By leveraging underutilized airspace and Vertiport infrastructure, AAM can reduce ground congestion, cut travel times, and improve regional connectivity, especially in high-traffic or underserved areas. From a community perspective, AAM offers enhanced mobility options for residents and businesses, while also generating economic benefits through job creation, expanded customer reach for local businesses, infrastructure investment, and increased access to surrounding metropolitan areas and airports. As the technology matures, AAM has the potential to support equitable access to faster, cleaner, and more connected transportation networks. For a comparison, flying a Wisk eVTOL aircraft from Sugar Land to George Bush Intercontinental Airport (IAH) would take approximately 15 minutes, or 3-5 minutes to the George R. Brown Convention Center, which also includes popular destinations like Daikin Park (Astros stadium), Toyota Center (Rockets),

Shell Energy Stadium (Dynamo).

In 2021, the Airport partnered with Arizona State University to complete a preliminary AAM planning effort, which concluded that AAM would offer significant advantages and warranted continued monitoring as the technology evolves. In 2023, Wisk Aero reached out to the Airport, resulting in a signed Memorandum of Understanding (MOU) in early 2024 to collaborate on bringing a Vertiport to Sugar Land.

As part of our ongoing commitment to innovation and leadership in emerging mobility, the Airport issued a Request for Qualifications (RFQ) in March 2025 to identify a qualified aviation engineering partner. We received responses from the following firms:

1. Burns & McDonnell Engineering
2. KSA Engineers, Inc.
3. SafeHelipad LLC
4. Walter P. Moore and Associates, Inc.
5. Woolpert, Inc.

After a thorough evaluation by a selection committee comprised of Airport and City Engineering staff, Burns & McDonnell and Woolpert were shortlisted for interviews. Following these interviews, Woolpert was selected due to their immense expertise in Advanced Air Mobility, even at this early stage in the industry's development. What set Woolpert apart was their proven leadership in Vertiport design and AAM planning, including:

- Developing FAA guidance and engineering standards, such as Engineering Brief 105A.
- Leading statewide AAM strategies in Florida, Georgia, Virginia, Alaska, and California.
- Conducting Vertiport feasibility studies and airspace integration analysis at major airports like Miami International, Fort Lauderdale, and Orlando.
- Collaborating directly with eVTOL manufacturers and the FAA on performance-based design criteria, safety, and airspace modeling.

These qualifications make Woolpert an ideal partner in helping Sugar Land shape the future of mobility. The Vertiport Study will cover the following tasks:

- **Vertiport Study Design & Visioning:** Review of existing airport plans, a visioning workshop with stakeholders, and a public engagement strategy to guide project goals and

address community outreach.

- **Site Selection & Assessment:** Evaluation of potential on-airport sites using FAA criteria and analysis of the preferred site's suitability, including layout potential, wind patterns, ATC visibility, and electric infrastructure needs.
- **Future Site Layout Planning:** Development of six alternative layouts (apron-only, hybrid, and dedicated Vertiport), with a final preferred layout incorporated as a pen-and-ink update to the Airport Layout Plan.

The Vertiport Study is anticipated to take approximately 15 weeks to complete.

Airport staff recommends City Council approve the professional services contract in the amount of \$195,674.00 with Woolpert for the Terminal Ramp Expansion & Vertiport Project, CIP CAP2501.

Budget

Expenditure Required: 195,674.00

Current Budget: 950,000.00

Additional Funding: N/A

Funding Source: AP CIP 2501

Account Number (ORG-OBJ-Project): 6129405-621015

Attachments

1. Woolpert Contract - Final 5-23-25 Signed Coversheet
2. HOUSE_BILL_89_VERIFICATION_Woolpert
3. SENATE_BILL_13_VERIFICATION_Woolpert
4. SENATE_BILL_19_VERIFICATION_Woolpert
5. SGR - Phase 1_SOW, Schedule, Fee
6. Form 1295 Certificate 101382460

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
\$100K to \$999,999.99
(Rev. 5-23-25)

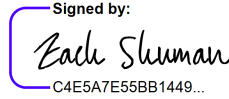
I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Signed by:

C4E5A7E55BB1449...

Date:

Date: 5/27/2025

Title:

Title: Senior Associate

Company: Woolpert, Inc

MATTER NUMBER: 6855M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: Woolpert, Inc.
11750 Katy Fwy., Suite 1260
Houston, TX 77079

Description of Services: Vertiport Design Project – Phase 1 (Planning)

Maximum Contract Amount: \$195,674.00

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

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

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



City Council Agenda Request

June 17, 2025

Agenda Request No: XI.A.

Agenda of: City Council Meeting

Initiated by: Mitchell Davies, Director of Aviation

Presented by: Mitchell Davies, Director of Aviation

Responsible Department: Airport

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-32**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING STATE FUNDS APPROPRIATED IN H.B. NO. 1 GENERAL APPROPRIATIONS ACT, EIGHTY-EIGHTH LEGISLATURE, FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT); DESIGNATING THE CITY MANAGER AS AUTHORIZED REPRESENTATIVE TO EXECUTE ALL AGREEMENTS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF STATE FUNDS TO EXPENDITURES AND REVENUES FROM TXDOT.

Recommended Action:

Approve Resolution 25-32 to accept TxDOT Aviation HB-1 appropriation funds for Airport Runway Rehabilitation Project.

Executive Summary:

The Airport is currently in the design phase for the Runway Rehabilitation project, with construction anticipated to begin in early 2027. However, due to the project's large scale and the tight timeline, with no opportunity to phase the work over multiple years, the overall project budget has become challenging to fund using the limited grant resources typically available from TxDOT Aviation and the FAA for General Aviation airports in Texas.

To address this, Airport and City staff advocated for the project's support with State Representative Joan Huffman, who championed the effort in the State Legislature. As a result, she secured \$10 million in State funding through HB-1, which was approved in 2023.

TxDOT Aviation requires the City to adopt a Resolution for the State's funding contribution in order to establish a formal grant agreement. The Airport will provide the required 10% sponsor match, funded through CAP 2301. The overall funding strategy for this project includes \$10 million from the FAA, \$10 million from the State, and \$10 million from the Airport. To help

reduce the Airport's share of the project cost, staff intend to leverage additional entitlement funding, such as Non-Primary Entitlements (NPE) and the Bipartisan Infrastructure Law (BIL).

Airport staff recommend City Council approve Resolution 25-32 for accepting TxDOT Aviation HB-1 appropriation funds for the Airport Runway Rehabilitation Project.

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 No. 25-32

RESOLUTION NO. 25-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ACCEPTING STATE FUNDS APPROPRIATED IN H.B. NO. 1 GENERAL APPROPRIATIONS ACT, EIGHTY-EIGHTH LEGISLATURE, FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT); DESIGNATING THE CITY MANAGER AS AUTHORIZED REPRESENTATIVE TO EXECUTE ALL AGREEMENTS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF STATE FUNDS TO EXPENDITURES AND REVENUES FROM TXDOT.

WHEREAS, the City of Sugar Land (“City”) intends to make certain improvements to the Sugar Land Regional Airport; and

WHEREAS, the general description of the project is described as airport runway improvement projects; and

WHEREAS, the City intends to request financial assistance from the Texas Department of Transportation (“TxDOT”) for these improvements; and

WHEREAS, the City is responsible for the total project cost and will seek 90% reimbursement from TxDOT up to \$10,000,000: NOW THEREFORE,

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

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

Section 2. That the City accepts State Funds appropriated in H.B. No. 1 General Appropriations Act, Eighty-Eight Legislature, from TxDOT and agrees to provide any matching funds as required by TxDOT including overruns, if any.

Section 3. That the City hereby directs the City Manager to execute on behalf of the City of Sugar Land all agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Sugar Land Regional Airport.

Section 4. That the City Council approves a budget amendment in the amount of State Funds to expenditures and revenues from TxDOT.

APPROVED on _____.

_____, Mayor

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Jisha Day".

Linda Mendenhall, City Secretary

Exhibit A: Designation of Sponsor's Authorized Representative
Exhibit B: Certification of Project Funds