



City of Sugar Land

City Council Agenda

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

Tuesday, January 6, 2026
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

Council Member Suzanne Whatley

IV. Pledges of Allegiance

Council Member Suzanne Whatley

V. Public Comment

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

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

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

VI. Consent Agenda

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

A. MINUTES

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

Linda Mendenhall, City Clerk

- B. Consideration of and action on the **CITY OF SUGAR LAND RESOLUTION NO. 25-55**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE U.S. DEPARTMENT OF JUSTICE FOR THE FISCAL YEAR 2026 BULLETPROOF VEST PARTNERSHIP (BVP) GRANT PROGRAM AND TO THE STATE OF TEXAS FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANTS, INCLUDING FISCAL YEAR 2027 STEP COMPREHENSIVE (STEP COMP) AND STEP COMMERCIAL MOTOR VEHICLE (STEP CMV); AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS THE AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE THE GRANTS AND EXECUTE ALL GRANT-RELATED DOCUMENTS.
Joe Carter, Police Captain
- C. **CONTRACT WITH FLOCK GROUP, INC**
Consideration of and action on the authorization of Amendment No. 3 to the LPR camera contract with Flock Group, Inc. consolidating leasing contracts and adding two additional license plate recognition cameras, and increasing the maximum contract amount by \$22,865.06 to \$2,255,855.64 for the five-year lease of the existing license plate recognition cameras.
Jesse Huang, Police Captain
- D. **PURCHASE OF SWAT RAPID DEPLOYMENT VEHICLE FROM THE ARMORED GROUP, LLC**
Consideration of and action on the approval of the purchase of the SWAT Rapid Deployment Vehicle in the amount of \$136,000.00 from The Armored Group LLC via GSA Contract # GS-07F-9375S.
Joe Carter, Police Captain
- E. **PURCHASE OF SWAT ARMORED PICKUP FROM THE ARMORED GROUP, LLC**
Consideration of and action on the approval of the purchase of the SWAT Armored Pickup in the amount of \$187,550.00 from The Armored Group, LLC via GSA Contract # GS-07F-9375S.
Joe Carter, Police Captain
- F. **CONTRACT WITH FREESE AND NICHOLS**
Consideration of and action on the authorization of the execution of a professional services contract with Freese and Nichols for the design of Burney/Main Sidewalk Widening to 7th St and Intersection Modifications at Stadium Dr., CIP CMB2601, in the amount of \$285,095.72.
Carla Barrios, Engineer II
- G. **SECOND CONSIDERATION**: Consideration of action on **CITY OF SUGAR LAND ORDINANCE NO. 2394**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2025-01 FOR A 33.4709 ACRE TRACT OF LAND LOCATED IN SUGAR LAND, TEXAS AT 1111 GILLINGHAM LANE, SUGAR LAND, TEXAS.
Jennifer Alexander, Business Development Manager
- H. **TAX INCREMENT REINVESTMENT ZONE NO. 1 ANNUAL REPORT**
Consideration of and action on the approval of the Tax Increment Reinvestment Zone Number One Fiscal Year 2025 Annual Report.
Ana Rodriguez, Community Development Coordinator

- I. **TAX INCREMENT REINVESTMENT ZONE NO. 3 ANNUAL REPORT**
Consideration of and action on the approval of the Tax Increment Reinvestment Zone Number Three Fiscal Year 2025 Annual Report.
Ana Rodriguez, Community Development Coordinator
- J. **TAX INCREMENT REINVESTMENT ZONE NO. 4 ANNUAL REPORT**
Consideration of and action on the approval of the Tax Increment Reinvestment Zone Number Four Fiscal Year 2025 Annual Report.
Colby Millenbruch, Business Recruitment Manager
- K. **CONSENT TO FORT BEND CENTRAL APPRAISAL DISTRICT**
Consideration of and action on a Resolution consenting to the Fort Bend County Appraisal District's purchase of real property within the City of Sugar Land.
Meredith Riede, City Attorney
- L. **CONTRACT WITH AXON ENTERPRISES, INC.**
Consideration of and action on authorization of the purchase of a 29-month real-time crime center software subscription and two autonomous drones in the amount of \$593,974.04 from AXON Enterprises, Inc. via BuyBoard Contract # 743-24.
Jesse Huang, Police Captain
- M. **SECOND CONSIDERATION:** Consideration of and action on: **CITY OF SUGAR LAND ORDINANCE NO. 2379: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING CHAPTER 5, ARTICLE XIII (SPECIAL EVENTS ORDINANCE).**
Briana Williams, Assistant Director of Parks & Recreation
- N. **ANIMAL ADVISORY APPOINTMENTS**
Consideration of and action on the appointment of Dr. Carolyn Bender, Barbara Willy, Ellen Tarver, Joanne Gonzales, Michael Yaakovian, Ruchika Behal, Marion Nixon, Laura Winters, Carol Hill, Melissa Hobson, and Mark Grothaus, as members for terms expiring September 30, 2026, and appointment of Barbara Willy as Chair for a term expiring September 30, 2026, to the Animal Advisory Board.
Carol McCutcheon, Mayor
- O. **ZONING BOARD OF ADJUSTMENT APPOINTMENTS**
Consideration of and action on the appointment of Bing Pang and Pati Calcolice-Hildebrand as alternate members with terms expiring September 30, 2027, to the Zoning Board of Adjustment.
Carol McCutcheon, Mayor

VII. Donations

- A. **ACCEPTANCE OF MONETARY DONATIONS**
Consideration of and action on the recognition and acceptance of donations to Sugar Land Animal Services in the amount of \$3,498.00.
Melissa Hobson, Animal Services Administrator

VIII. Contracts and Agreements

A. CONTRACT WITH AVFUEL CORPORATION

Consideration of and action on authorization of a contract with Avfuel Corporation as the Airport's aviation fuel provider, establishing fuel supply and term provisions, and authorizing execution of the contract to support GlobalSelect at Sugar Land Regional Airport upon conclusion of the current Titan Aviation Fuels contract on January 31, 2026, and approving acceptance of associated grant funds.

Maria Barroso, Customer Experience Manager, Mitchell Davies, Director of Aviation

IX. City Council and City Manager Reports

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

X. Adjournment

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

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

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

Posted on the 30th day of December 2025 at 11:00 p.m.



City Council Agenda Request

January 6, 2026

Agenda Request No: VI.A.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Linda Mendenhall, City Clerk

Responsible Department:

Agenda Caption:

MINUTES

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

Recommended Action:

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

Executive Summary:

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. 12.16.25 CC minutes



City of Sugar Land

City Council Minutes

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

Tuesday, December 16, 2025
City Council Meeting Minutes
City Council Chamber
5:30 PM

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II. Call to Order

III. Invocation

Council Member Robert Boettcher

IV. Pledges of Allegiance

Council Member Robert Boettcher

V. Recognition

A. SILVER HEART CARE
5 YEAR ANNIVERSARY
Carol McCutcheon, Mayor

B. SUGAR LAND 101 CLASS OF 2025 RECOGNITION
Jacob Holland, Communications & Community Engagement Specialist

VI. Public Comment

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VII. Consent Agenda

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A. **MINUTES**

Consideration of and action on the approval of the minutes of the December 2, 2025, meeting.

Linda Mendenhall, City Clerk

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

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

B. **CONTRACT WITH GT DISTRIBUTORS**

Consideration of and action on a contract with GT Distributors authorizing the execution of a purchase order in the amount of \$117,720 for the purchase of 50 rifle-resistant vests through a cooperative Agreement with the Buy Board Contract No. 698-23.

Gregory Suter, Police Captain - Staff Services Bureau

C. **CONTRACT WITH HOUSTON-GALVESTON AREA COUNCIL**

Consideration of and action on approval of the remount of two Sugar Land Fire Department ambulances (Unit #171 & #181) onto new Ford F-550 chassis through the H-GAC Cooperative Contract No. AM1023, for a total purchase order of \$417,383.35.

Mark Campise, Chief of Fire-EMS

D. **CONTRACT WITH RINGCENTRAL, INC**

Consideration of and action on the authorization of a five-year contract with RingCentral, Inc. in the amount of \$449,221.80

Steve Budny, Director of IT, Data, and Security

E. **AGREEMENT WITH FUNCTION 4, LLC**

Consideration of and action on approval of a five-year Lease-Purchase Agreement with Function 4, LLC for Sharp Multi-function Printers in the Amount of \$282,702.

Steve Budny, Director of IT, Data, and Security

F. **TRI-PARTY LICENSE AGREEMENT WITH SUGAR LAND LITTLE LEAGUE AND YOUTH SCOREBOARDS, LLC**

Consideration of and action on the authorization of a Tri-Party License Agreement by and between the City of Sugar Land, Texas, Sugar Land Little League, and Youth Scoreboards, LLC for the installation, operation, and maintenance of three youth baseball/softball scoreboards located on City-owned park property.

William Hajdik, Interim Director of Parks and Recreation

G. **TRI-PARTY LICENSE AGREEMENT WITH FIRST COLONY LITTLE LEAGUE AND YOUTH SCOREBOARDS, LLC**

Consideration of and action on the authorization of a Tri-Party License Agreement by and between the City of Sugar Land, Texas, First Colony Little League, and Youth Scoreboards, LLC for the installation, operation, and maintenance of five youth baseball/softball scoreboards located on City-owned park property.

William Hajdik, Interim Director of Parks and Recreation

H. **MUNICIPAL COURT JUDGE COMPENSATION**

Consideration of and action on authorization of the Municipal Court Judge Year 2026 salary, in the amount of \$137,500, effective January 3, 2026.

Carol McCutcheon, Mayor

I. **TAX INCREMENT REINVESTMENT ZONE NO. 3 APPOINTMENTS**

Consideration of and action on the appointment of Jim Vonderhaar, Sanjay Singhal, and Chris Barnett as members for terms expiring December 31, 2027, to the Tax Increment Reinvestment Zone Number Three.

Carol McCutcheon, Mayor

J. **TAX INCREMENT REINVESTMENT ZONE NO. 4 APPOINTMENTS**

Consideration of and action on the appointment of Rick Miller, Bridget Yeung, and Jennifer Raymond as members for terms expiring December 31, 2027, to the Tax Increment Reinvestment Zone Number Four.

Carol McCutcheon, Mayor

K. **SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE 2397: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 4 OF THE LAND DEVELOPMENT CODE BY AMENDING SIGN REGULATIONS RELATED TO POLITICAL SIGNS.**

Nicole Guevara, Assistant Director of Neighborhood Services

L. **SECOND CONSIDERATION:** Consideration of an action on **CITY OF SUGAR LAND ORDINANCE NO. 2396: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING PROVISIONS IN CHAPTER 5 RELATED TO STOPPING, STANDING, AND PARKING OF VEHICLES; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

Nicole Guevara, Assistant Director of Neighborhood Services

VIII. Public Hearings

- A. **PUBLIC HEARING 5:30 P.M.:** Receive and hear all persons interested in an ordinance amending Chapter 7 (Building Regulations) of the Sugar Land Development Code by adopting the 2024 International Codes and the 2023 National Electrical Code, with local amendments, and repealing all ordinances or parts of ordinances in conflict herewith.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2395:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AMENDING CHAPTER 7 (BUILDING REGULATIONS) OF THE SUGAR LAND DEVELOPMENT CODE BY ADOPTING THE 2024 INTERNATIONAL CODES AND THE 2023 NATIONAL ELECTRICAL CODE; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Nicole Guevara, Assistant Director of Neighborhood Services, Joshua Doyle, Chief Building Official, James Serrano, Assistant Fire Chief, Mike Kugler, Assistant Fire Marshal

Nicole Guevara, Assistant Director of Neighborhood Services, Joshua Doyle, Chief Building Official, James Serrano, Assistant Fire Chief, and Mike Kugler, Assistant Fire Marshal, gave a presentation, made comments, and answered questions from the Council.

Mayor McCutcheon opened the public hearing at 6:10 p.m. No members of the public addressed the Council during the hearing, and the public hearing was closed at 6:10 p.m.

A motion to **Approve Ordinance No. 2395**, was made by Jim Vonderhaar and seconded by Sanjay Singhal, the motion **Passed**.

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

- B. **PUBLIC HEARING 6:00 P.M.:** Receive and hear all persons interested in the designation of Reinvestment Zone No. 2025-01 for a 33.4709 acre tract of land located in Sugar Land, Texas at 1111 Gillingham Lane, Sugar Land, Texas.

FIRST CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2394:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2025-01 FOR A 33.4709 ACRE TRACT OF LAND LOCATED IN SUGAR LAND, TEXAS AT 1111 GILLINGHAM LANE, SUGAR LAND, TEXAS.

Jennifer Alexander, Business Development Manager

Jennifer Alexander, Business Development Manager, gave a presentation, made comments, and answered questions from the Council.

Mayor McCutcheon opened the public hearing at 6:15 p.m. No members of the public addressed the Council during the hearing. The public hearing was closed at 6:15 p.m.

A motion to **Approve Ordinance No. 2394**, was made by Suzanne Whatley and seconded by Rick Miller, the motion **Passed**.

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

IX. Contracts and Agreements

A. ASSIGNMENT OF CONSTELLATION FIELD LEASE TO DIAMOND BASEBALL HOLDINGS

Consideration of and action on the assignment of the October 5, 2010, Constellation Field Lease and amendments to Diamond Baseball Holdings (DBH) and the authorization of the City Manager to execute the required documentation.

Jessica Huble, Assistant Director of Redevelopment

Jessica Huble, Assistant Director of Redevelopment, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve the assignment of the constellation field lease to Diamond Baseball Holdings**, was made by Sanjay Singhal and seconded by Rick Miller; the motion **Passed**.

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

B. CONTRACT ASSIGNMENT FROM MUD NO. 269

Consideration of and action on acceptance of the assignment of three (3) construction contracts from MUD 269 for the Ryehill Water Plant (\$12,813,148.00), South of the Brazos Wastewater Treatment Plant (\$52,198,815.00), and Mass Grading and Detention Pond (\$1,705,322.00), in the total amount of \$66,717,285.00; and authorization of budget amendments to reallocate funding among CIP projects CWA2506, CSW2501, CWW2503, and CWWCONT.

Robert Wilson, Assistant City Engineer

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

A motion to **Approve contract acceptance from MUD No. 269**, was made by Jim Vonderhaar and seconded by Sanjay Singhal; the motion **Passed**.

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

X. Ordinances and Resolutions

A. FIRST CONSIDERATION: Consideration of and action on: CITY OF SUGAR LAND ORDINANCE NO. 2379: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING CHAPTER 5, ARTICLE XIII (SPECIAL EVENTS ORDINANCE).

Briana Williams, Assistant Director of Parks & Recreation

Briana Williams, Assistant Director of Parks & Recreation, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Ordinance No. 2379**, was made by Suzanne Whatley and seconded by Jim Vonderhaar; the motion **Passed**.

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

XI. City Council and City Manager Reports

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

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

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

XII. Closed Executive Session

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

Section 551.074 Personnel Matters:

For the purpose of discussion with respect to the City Manager annual performance evaluation.

Carol McCutcheon, Mayor

RECESS: Mayor McCutcheon recessed into closed executive session at 6:40 p.m.

RECONVENE: Mayor McCutcheon reconvened the City Council meeting at 7:00 p.m.

XIII. City Manager FY 26 Compensation Package

- A. **CITY MANAGER FY26 COMPENSATION PACKAGE**

Consideration of and action on the City Manager's Compensation Fiscal Year 2026.

Carol McCutcheon, Mayor

A motion to **Approve City Manager FY26 compensation package**, was made by Carol McCutcheon and seconded by Sanjay Singhal; the motion **Passed**.

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

XIV. Adjournment

A motion to **Adjourn at 7:05 p.m.**, was made by Sanjay Singhal and seconded by Carol McCutcheon; the motion **Passed**.

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

Linda Mendenhall, City Clerk





City Council Agenda Request

January 6, 2026

Agenda Request No: VI.B.

Agenda of: City Council Meeting

Initiated by: Larysa Chiski, Senior Police Finance Manager

Presented by: Joe Carter, Police Captain

Responsible Department: Police

Agenda Caption:

Consideration of and action on the **CITY OF SUGAR LAND RESOLUTION NO. 25-55**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE U.S. DEPARTMENT OF JUSTICE FOR THE FISCAL YEAR 2026 BULLETPROOF VEST PARTNERSHIP (BVP) GRANT PROGRAM AND TO THE STATE OF TEXAS FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANTS, INCLUDING FISCAL YEAR 2027 STEP COMPREHENSIVE (STEP COMP) AND STEP COMMERCIAL MOTOR VEHICLE (STEP CMV); AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS THE AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE THE GRANTS AND EXECUTE ALL GRANT-RELATED DOCUMENTS.

Recommended Action:

To approve Resolution No. 25-55 of the City Council of the City of Sugar Land, Texas, authorizing the submission of grant applications to the U.S. Department of Justice (DOJ), for Fiscal Year 2026 Bulletproof Vest Partnership (BVP) grant program; State of Texas for the Selective Traffic Enforcement Program (STEP) traffic safety grants for Fiscal Year 2027 STEP comprehensive (STEP COMP), Fiscal Year 2027 STEP Commercial Motor Vehicle (STEP CMV); and designating the City Manager, or his designee, as authorized grant official to apply for, accept, reject, alter, or terminate the grant and to execute all grant related documents.

Executive Summary:

Each year, the Texas Department of Transportation (TxDOT) and the U.S. Department of Justice (Bureau of Justice Assistance) open the application process for grants available to state and local law enforcement agencies. Two key recurring grants are:

Bulletproof Vest Partnership (BVP) Grant

This initiative by the U.S. Department of Justice helps state and local law enforcement agencies purchase armored vests compliant with National Institute of Justice standards. Since 1999, the

BVP program has awarded over \$573 million in federal funds to more than 13,000 jurisdictions, enabling the purchase of over 1.5 million vests. The BVP grant covers up to 50% of vest costs over a two-year period.

STEP Grants (Selective Traffic Enforcement Program)

These grants reimburse overtime costs for traffic enforcement initiatives aimed at reducing motor vehicle crashes, injuries, and fatalities in Texas. STEP grants require an 80/20 match and prioritize enforcement in areas such as impaired driving, occupant protection, speeding, traffic control at intersections, and distracted driving. Specific STEP grants include:

- STEP-COMP: Focuses on general traffic enforcement.
- STEP-CMV: Targets commercial motor vehicle safety, particularly semi-trailers and truck tractors.
- STEP-COMP and STEP-CMV grants run for one year.

The City of Sugar Land Police Department has successfully applied for and administered these grants for many years, following the City Grant Pre-Approval process to secure management approval for each application.

For Fiscal Year 2026, the Sugar Land Police Department seeks City Council authorization to submit applications for the STEP Grants (to TxDOT) and the Bulletproof Vest Grant (to the U.S. Department of Justice). If awarded, the grants will be presented to the City Council for acceptance.

Budget

Expenditure Required: 0

Current Budget: 0

Additional Funding: 0

Funding Source: 0

Account Number (ORG-OBJ-Project): 1017125-511015

Attachments

1. Resolution No 25-55

RESOLUTION NO. 25-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE U.S. DEPARTMENT OF JUSTICE (DOJ), FOR FISCAL YEAR 2026 BULLETPROOF VEST PARTNERSHIP (BVP) GRANT PROGRAM; STATE OF TEXAS FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) TRAFFIC SAFETY GRANTS FOR FISCAL YEAR 2027 STEP COMPREHENSIVE (STEP COMP) AND FISCAL YEAR 2027 STEP COMMERCIAL MOTOR VEHICLE (STEP CMV); AND DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE THE GRANT AND TO EXECUTE ALL GRANT RELATED DOCUMENTS.

WHEREAS, the City Council of the City of Sugar Land ("City") finds it is in the best interest of the citizens of the City to submit an application to the U.S. Department of Justice (DOJ), Fiscal Year 2026 Bulletproof Vest Partnership (BVP) Grant Program, for the purchase of armored vests that are in compliant with the National Institute of Justice vest standards to protect the lives of law enforcement officers; and

WHEREAS, the City Council finds it is in the best interest of the citizens of the City to submit applications to the State of Texas for the Selective Traffic Enforcement Program (STEP) Traffic Safety Grants for Fiscal Year 2027 STEP Comprehensive (STEP COMP) and Fiscal Year 2027 STEP Commercial Motor Vehicle (STEP CMV) in order to reduce the number of speed-related crashes, injuries, and fatalities; and

WHEREAS, the City Council of the City agrees to provide all applicable matching funds as required by the grant applications; 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 it authorizes the submission of a grant application to the U.S. Department of Justice (DOJ), Fiscal Year 2026 Bulletproof Vest Partnership (BVP) Grant Program.

Section 3. That it authorizes the submission of grant applications to the State of Texas for the Selective Traffic Enforcement Program (STEP) Traffic Safety Grants for:

- a. Fiscal Year 2027 STEP Comprehensive (STEP COMP); and
- b. Fiscal Year 2027 STEP Commercial Motor Vehicle (STEP CMV).

Section 4. That the City Manager, or his designee, is designated as authorized grant official to apply for, accept, reject, alter, or terminate the grant and to execute all grants related documents on behalf of the City of Sugar Land.

APPROVED on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

DAnn Shea Smith

Linda Mendenhall, City Clerk



City Council Agenda Request

January 6, 2026

Agenda Request No: VI.C.

Agenda of: City Council Meeting

Initiated by: Larysa Chiski, Senior Police Finance Manager

Presented by: Jesse Huang, Police Captain

Responsible Department: Police

Agenda Caption:

CONTRACT WITH FLOCK GROUP, INC

Consideration of and action on the authorization of Amendment No. 3 to the LPR camera contract with Flock Group, Inc. consolidating leasing contracts and adding two additional license plate recognition cameras, and increasing the maximum contract amount by \$22,865.06 to \$2,255,855.64 for the five-year lease of the existing license plate recognition cameras.

Recommended Action:

The Police Department recommends that the City Council authorize Amendment No. 3 to the LPR camera contract with Flock Group, Inc. consolidating leasing contracts and adding two additional license plate recognition cameras, and increasing the maximum contract amount by \$22,865.06 to \$2,255,855.64 for the five-year lease of the existing license plate recognition cameras.

Executive Summary:

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

The Police Department implemented Phase I in 2015 of the LPR cameras via the City-wide camera project, and has finalized the installation of the Phase II LPR cameras (106 Flock cameras) approved in FY 2023 with the utilization of American Rescue Plan Act (ARPA) funds. In FY2024, the City of Sugar Land and Flock Group, Inc entered into a contract for the installation of an additional 70 Flock LPR cameras (Phase III). This contract was amended twice in FY2025, via Amendments No. 1 and No. 2, formally adding the 106 LPR cameras previously leased under the different contract after its expiration (Public Sector Insight, one-year lease), adding the reinstallation services, and as a result increasing the maximum contract amount to \$2,232,990.58.

Amendment No.3 to the existing contract with Flock Group, Inc. is for the addition of the two LPR flex cameras previously leased under the Public Sector Insight two-year contract, which will result in a further price increase of \$22,865.06 over the remaining term of the contract. All LPR camera leases will expire at the same time. The maximum contract amount has been increased by \$22,856.06 to \$2,255,855.648 (\$321,230.64/year 1 + \$427,509.94/year 2 + \$1,865.06 prorated for 2025 and +\$501,750,00 in years 3-5).

The Police Department recommends that the City Council authorize Amendment No. 3 to the LPR camera contract with Flock Group, Inc. consolidating leasing contracts of two additional license plate recognition cameras, and increasing the maximum contract amount by \$22,865.06 to \$2,255,855.64 for the five-year lease of the existing license plate recognition cameras.

Budget

Expenditure Required: \$8,865.06 in FY26

Current Budget: \$566,124

Additional Funding: n/a

Funding Source: PD Operational Budget

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

Attachments

1. FLOCK GROUP 1



City Council Agenda Request

DECEMBER 19, 2023

AGENDA REQUEST NO: III.J.

AGENDA OF: City Council Meeting

INITIATED BY: *Larysa Chiski, Finance Manager - Police*

PRESENTED BY: *Todd Zettlemyer, Police Captain*

RESPONSIBLE DEPARTMENT: Police

AGENDA CAPTION:

Consideration of and action on authorization of a Five-Year Contract with Flock Group, Inc., in the amount of \$1,052,850, for the installation and maintenance of license plate recognition cameras.

RECOMMENDED ACTION:

The Police Department recommends that the City Council authorize the execution of the contract with Flock Group, Inc. in the amount of \$1,052,850 for the installation and five-year lease for the existing and new license plate recognition cameras.

EXECUTIVE SUMMARY:

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

The Police Department implemented Phase I in 2015 of the LPR cameras via the City-wide camera project. Installation of Phase II LPR cameras was approved in FY 2023 with the utilization of American Rescue Plan Act (ARPA) funds (one hundred six cameras).

The contract with Flock Safety is for the installation of seventy new LPR cameras that will replace original cameras from 2015 and includes a 5-year lease for existing and new LPR cameras and a software license for existing and new LPR Cameras. The total contract amount is \$1,052,850 over the 5-year life of the contract (\$242,850/year 1 + \$202,500/year in years 2 -5). This new contract also consolidates the lease of existing Flock LPR cameras (Public Sector Insight FY23-24 contract).

The City is using a sole source purchasing method because Flock Safety is the sole manufacturer and developer of the Flock ALPR Camera. Flock Safety provides patented proprietary equipment for the recognition of vehicle information that is searchable for use in criminal investigations. This system is compatible with existing equipment utilized by the City and Police Department in other areas of the City. It is also compatible with systems provided by neighborhood homeowners' associations within the City. This system provides the necessary features required by the department to assist with law enforcement activities.

The new network of cameras will all be on the same platform and provide extensive coverage of the City.

The Police Department recommends that the City Council authorize the execution of the contract with Flock Group, Inc. in the amount of \$1,052,850 for the installation and five-year lease for the existing and new LPR cameras.

BUDGET

EXPENDITURE REQUIRED: \$242,850.00

CURRENT BUDGET: \$242,850.00

ADDITIONAL FUNDING: n/a

FUNDING SOURCE:Police Department Operational Funds

ATTACHMENTS:

Description	Type
□ Contract	Contracts

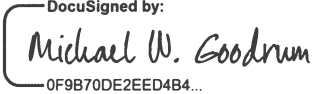
**CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)**

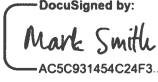
\$1M and Greater
(Rev. 12-5-23)

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

CITY OF SUGAR LAND

CONTRACTOR: FLOCK GROUP, INC.

By: 
0F9B70DE2EED4B4...
Date: 12/22/2023 | 10:03 AM CST

By: 
AC5C931454C24F3...
Date: 12/5/2023

Title: City Manager

Title: General Counsel

Contract # 3240629

Company: Flock Group Inc

APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address: Flock Group, Inc.
1170 Howell Mill Rd. NW, Suite 210
Atlanta, GA 30318

Description of Services: LPR Cameras – Installation of New Cameras, 5 Year Lease for Existing and New Cameras, and Software License for Existing and New LPR Cameras

Maximum Contract Amount: \$1,052,850.00 (\$242,850/year 1 + \$202,500/year in years 2-5)

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

Services/Lease Commencement Date: On the date of installation of the new LPR cameras

Termination Date: Sixty (60) months from the Services Commencement Date.

Renewal: This Contract does not renew.

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

III. 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 on an annual basis, except for the final billing (if applicable). 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 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 II, 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 II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) 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. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

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, including the Additional Contract Documents listed in Section V. below, 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 either 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 either 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.

Notwithstanding the foregoing, the City acknowledges and agrees that the Services performed by Contractor may include modules, components, designs, software, programs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications owned or developed by Contractor and/or its affiliates prior to, and/or independently from, its engagement with the City (the “Contractor Materials”). Contractor retains all rights, title and interest in and to such Contractor Materials, and the same shall not be considered a “work made for hire” and shall not be assigned to or belong to the City; provided, however, that Contractor shall deliver to the City a perpetual, non-exclusive, fully paid-up, royalty-free, license to use, and to sublicense to other members of the City to use, such Contractor Materials in connection with the use of the Work and the Services for any internal business purpose of such member of the City. If the City wishes to disclose to third parties any Contractor Materials, the City must first obtain Contractor’s consent to such disclosure, which Contractor may withhold in its sole discretion. Provided, however, the City shall not be required to obtain Contractor’s consent for the disclosure of any Contractor Materials subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill 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.

Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

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

GENERAL SERVICES CONTRACT/Page 4

- (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 2274.002, 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 2274.0102 and that this is not a contract prohibited by Section 2274.0102, 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) The City is not required to provide notice to Contractor of any open records requests regarding this Contract that do not implicate or involve Contractor's claimed trade secrets, financial or confidential information, or other information entitled to confidentiality under applicable laws. Under no circumstances is the City required to seek a protective order for such requested information.

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.

IV. Additional Terms or Conditions.

A. The Parties agree that the total liability of Contractor to the City under this Contract shall not exceed the Maximum Contract Amount paid to Contractor under this Contract or the amount covered by insurance, whichever is greater.

B. To the extent the Services made the subject of this Contract are currently being provided by Contractor under a separate and existing contract with the City, such contract will terminate on the Services/Lease Commencement Date stated in Section II above.

C. Contractor shall not use the City's logo, for any purpose.

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

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Flock Group Inc. Order Form and MSA (25 pages)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification (1 page)
- A-5. Senate Bill 19 Verification (1 page)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Flock Group Inc.
Atlanta, GA United States

Certificate Number:
2023-1095763

Date Filed:
11/16/2023

Date Acknowledged:

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

Sugar Land Police Department

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

2023-12-14
Flock Safety ALPR and Operating System

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Langley, Garrett	Atlanta, GA United States	X	
	LaCamp, James	Atlanta, GA United States	X	
	Feury, Matt	Atlanta, GA United States	X	
	Clayton, Alex	San Francicso, CA United States	X	
	Ceran, Jennifer	San Francicso, CA United States	X	
	Herendeen, Julie	San Francisco, CA United States	X	
	Sukhar, Ilya	San Francisco, CA United States	X	
	Ulevitch, David	New York, NY United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Mark Smith, and my date of birth is [REDACTED].

My address is [REDACTED]
(street) (city) (state) (zip code) (country)

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

Executed in San Mateo County, State of California, on the 20th day of November, 2023.
(month) (year)

DocuSigned by:

Mark Smith

AC5C931454C24F3...

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Flock Group Inc. Order Form and MSA

(See Attached)

Flock Safety + TX - Sugar Land PD

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

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



EXHIBIT A
ORDER FORM

Customer: TX - Sugar Land PD
Legal Entity Name: TX - Sugar Land PD
Accounts Payable Email: accountspayable@sugarlandtx.gov
Address: 2700 Town Center Blvd N Sugar Land, Texas
77479

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Due on receipt
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

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

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Advanced Implementation Fee (Falcon LR)	\$1,000.00	11	\$11,000.00
Professional Services - Standard Implementation Fee	\$650.00	41	\$26,650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	18	\$2,700.00
Subtotal Year 1:			\$242,850.00
Annual Recurring Subtotal:			\$202,500.00
Discounts:			\$147,500.00
Estimated Tax:			\$0.00
Contract Total:			\$1,052,850.00

Special Terms:

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

Billing Schedule

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

*Tax not included

Discounts

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

Product and Services Description

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

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

FlockOS Features & Description

Package: Essentials

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

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

FLOCK GROUP, INC.

Customer: TX - Sugar Land PD

By:

DocuSigned by:

Mark Smith

AC5C931454C24F3

Name: Mark Smith
Title: General Counsel
Date: 12/5/2023

By:
Name:
Title:
Date:
PO Number:

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 05 day of December 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Mark Smith, the undersigned representative of
(Person name)

Flock Group Inc
(Company or Business name)

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

11/27/2023

DATE

General Counsel

POSITION / TITLE

DocuSigned by:

Mark Smith

AC5C931454C24F3...

SIGNATURE OF COMPANY REPRESENTATIVE

EXHIBIT A-4

Senate Bill 13 Verification

(See Attached)

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Mark Smith, the undersigned representative of
(Person name)
Flock Group Inc,
(Company or Business name)

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

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

Pursuant to Section 2274.001, Texas Government Code:

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

11/27/2023

DATE

General Counsel

POSITION / TITLE

DocuSigned by:

Mark Smith

AC5C931454C24F3...

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

EXHIBIT A-5

Senate Bill 19 Verification

(See Attached)

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Mark Smith, the undersigned representative of
(Person name)
Flock Group Inc,
(Company or Business name)

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

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

Pursuant to Section 2274.001, Texas Government Code:

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

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

11/27/2023

DATE

General Counsel

POSITION / TITLE

DocuSigned by:
Mark Smith
AC5C931454C24F3...

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

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

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

Items marked "X" are required to be provided prior to approval of a contract with the City.

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

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

X Commercial General Liability:

	<u>X</u> Very High/High Risk	Medium Risk	Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Ops	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X Automobile Liability: Owned, Non-Owned, Hired and Injury & Property coverage for all

<u>X</u> Very High/ High Risk	Medium Risk	Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability: for Bodily Injury & Property Damage

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage: for Auto Body & Repair Shops

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

Umbrella Coverage: each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers

Liability policies at minimum limits as follows:

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

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

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

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

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

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

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

Minimum limits of \$1,000,000 per claim/aggregate.

This coverage must be maintained for at least two (2) years after the project is completed.

X Cyber Liability: with Technology Errors & Omissions including, but not limited to products or services in installing computer software and hardware, software developers, website designers, computer consultants, hardware and electronics manufacturer, communication carriers, internet/application service providers, website hosting, storage of City data off-site. (This is not required for web-based vendors, where the vendor maintains its own website)

Minimum limits of \$1,000,000 per claim/aggregate.

This coverage must be maintained for at least two (2) years after the project is completed.

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

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

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

Certificate Of Completion

Envelope Id: 1799C01AA40D4D7FA86757FA9128871B

Status: Completed

Subject: City of Sugar Land: FLOCK GROUP, INC / # 3240629

FormType:

Source Envelope:

Document Pages: 47

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

contracts

AutoNav: Enabled

PO BOX 110

Envelopeld Stamping: Enabled

Sugar Land, TX 77479

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@sugarlandtx.gov

IP Address: 72.16.81.8

Record Tracking

Status: Original

Holder: contracts

Location: DocuSign

12/22/2023 10:00:45 AM

contracts@sugarlandtx.gov

Signer Events

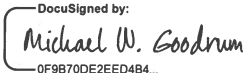
Michael W. Goodrum

mgoodrum@sugarlandtx.gov

City Manager

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



0F9B70DE2EED4B4...

Signature Adoption: Pre-selected Style

Using IP Address: 73.155.139.154

Timestamp

Sent: 12/22/2023 10:02:20 AM

Viewed: 12/22/2023 10:03:36 AM

Signed: 12/22/2023 10:03:48 AM

Electronic Record and Signature Disclosure:

Accepted: 12/22/2023 10:03:36 AM

ID: f9a72bb5-8965-4795-856e-83e06fc4951f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/22/2023 10:02:20 AM
Certified Delivered	Security Checked	12/22/2023 10:03:36 AM
Signing Complete	Security Checked	12/22/2023 10:03:48 AM
Completed	Security Checked	12/22/2023 10:03:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Sugar Land (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Sugar Land:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mhooover@sugarlandtx.gov

To advise City of Sugar Land of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mhooover@sugarlandtx.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Sugar Land

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to mhooover@sugarlandtx.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Sugar Land

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to mhooover@sugarlandtx.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Sugar Land as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Sugar Land during the course of my relationship with you.



City Council Agenda Request January 6, 2026

Agenda Request No: VI.D.

Agenda of: City Council Meeting

Initiated by: Larysa Chiski, Senior Police Finance Manager

Presented by: Joe Carter, Police Captain

Responsible Department: Police

Agenda Caption:

PURCHASE OF SWAT RAPID DEPLOYMENT VEHICLE FROM THE ARMORED GROUP, LLC

Consideration of and action on the approval of the purchase of the SWAT Rapid Deployment Vehicle in the amount of \$136,000.00 from The Armored Group LLC via GSA Contract # GS-07F-9375S.

Recommended Action:

Approve the purchase of the SWAT Rapid Deployment Vehicle in the amount of \$136,000 from The Armored Group LLC via GSA Contract # GS-07F-9375S

Executive Summary:

The Sugar Land Police Department participates in a Regional SWAT Team that utilizes advanced equipment and tactics to respond to high-risk situations. The Rapid Deployment Vehicle is a large deployment vehicle that transports SWAT operators to and from scenes to assist with the execution of operations.

The funding for the purchase of the SWAT Rapid Deployment vehicle was approved by voters in the 2024 GO Bonds election.

The Armored Group, LLC designer and manufacturer of the Rapid Deployment Vehicle, was selected as a preferred vendor, and the cooperative purchasing as a procurement method. The total cost of the Rapid Deployment Vehicle configured to SLPD needs is \$136,000 via GSA Contract # GS-07F-9375S.

The Sugar Land Police Department recommends the City Council approve the purchase of the Rapid Deployment Vehicle.

Budget

Expenditure Required: \$136,000

Current Budget: \$136,000

Additional Funding: n/a

Funding Source: 2024 GO Bonds

Account Number (ORG-OBJ-Project): 5023220-621025-CMU2501

Attachments

1. Quote RDV 14 by TAG GSAJJ251119A
2. HB-89 - Verification
3. SB-13
4. SB-19
5. GSA eLibrary Contractor Information



5221 N. Saddle Rock Drive
Phoenix, AZ 85018
Contact: Jeremy Johnson
Office: 602-840-2271 Fax: 602-840-6162
Cell: 817-291-4956
Email: jeremy@armoredcars.com

Customer:	Sugar Land Police Department 1200 Hwy 6 Sugar Land, TX 77478	Contact: Capt. Joe Carter Phone: 346-254-3972 Email: jcarter@sugarlandtx.gov
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Quote #: GSAJJ251119A Quote Date: November 19, 2025 Tax ID #: 86-09877046	Payment Terms: Net 30 Days of Acceptance Acceptance at TAG Armor Facility 1% Discount Net 10
--	--

Terms & Conditions: Net 30 Days-Transfer of Certificate of Origin Upon Acceptance of Vehicle
Inspection & Acceptance: TAG Facility

GSA Contract #: GS-07F-9375S

Item & Options	QTY	Pricing Each	Total
RDV 14	1	\$ 140,000.00	\$ 140,000.00
Discount	1	\$ (8,800.00)	\$ (8,800.00)
Open Market: (Freight)	1	\$ 4,800.00	\$ 4,800.00
Total:		\$ 136,000.00	\$ 136,000.00

***TAG nor GSA collect Sales Tax.**

***Refer to Our GSA Contract # on PO. GS-07F-9375S**

ARMOR WARRANTY

24 Months/Unlimited Miles (12 Months Parts/Labor and 12 Months Parts Only)

Jeremy Johnson
Director, Law Enforcement Division
The Armored Group, LLC

Authorized Signature
Sugar Land Police Department

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Jeremy Johnson, the undersigned representative of
(Person name)

The Armored Group, LLC

(Company or Business name)

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

08/20/2025

DATE

Director Law Enforcement Divisiopn

POSITION / TITLE

Jeremy Johnson

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Jeremy Johnson, the undersigned representative of
(Person name)

The Armored Group, LLC,
(Company or Business name)

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

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

Pursuant to Section 2274.001, Texas Government Code:

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

08-20-2025

DATE

Director Law Enforcement Division

POSITION / TITLE

Jeremy Johnson

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Jeremy Johnson, the undersigned representative of
(Person name)

The Armored Group, LLC,
(Company or Business name)

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

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

Pursuant to Section 2274.001, Texas Government Code:

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

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

08-20-2025

DATE

Director Law Enforcement Division

POSITION / TITLE

Jeremy Johnson

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL



An official website of the United States government

Here's how you know

Here's how you know



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Contractor Information

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Contract #:	GS-07F-9375S	Socio-Economic :	Small Business	Govt. POC:	Tiffany S. Jolly
Contractor:	THE ARMORED GROUP LLC	Current Option Period End Date :	Feb 28, 2026		817-585-2714
Address:	5221 N SADDLE ROCK DR PHOENIX, AZ 85018	Ultimate Contract End Date :	Feb 28, 2026		tiffany.jolly@gsa.gov
Call:	(602)840-2271				
Email:	paz@armoredcars.com				
Web	http://www.armored-trucks.com				
Address:	trucks.com				
SAM UEI:	EMZ8CGU1NKK8				
NAICS:	315999				
				Contract Clauses/Exceptions:	View the specifics for this contract
				EPLS : Contractor not found on the Excluded Parties List System	

Source	Title	Contract Number	Terms & Conditions / Price List	Current Option Period End Date	Ultimate Contract End Date	Category	View Catalog
MAS	Multiple Schedule	Award GS-07F-9375S		Feb 28, 2026	Feb 28, 2026	336992	Indi India
						NEW	Indi India
						OLM	Indi India



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City Council Agenda Request

January 6, 2026

Agenda Request No: VI.E.

Agenda of: City Council Meeting

Initiated by: Larysa Chiski, Senior Police Finance Manager

Presented by: Joe Carter, Police Captain

Responsible Department: Police

Agenda Caption:

PURCHASE OF SWAT ARMORED PICKUP FROM THE ARMORED GROUP, LLC

Consideration of and action on the approval of the purchase of the SWAT Armored Pickup in the amount of \$187,550.00 from The Armored Group, LLC via GSA Contract # GS-07F-9375S.

Recommended Action:

Approve the purchase of the SWAT Armored Pickup in the amount of \$187,550 from The Armored Group LLC via GSA Contract # GS-07F-9375S

Executive Summary:

The Sugar Land Police Department participates in a Regional SWAT Team that utilizes advanced equipment and tactics to respond to high-risk situations. The funding for the purchase of the SWAT Armored Vehicles was approved by voters in the 2024 GO Bonds election. The B6 Armored F350 is an armored rescue and deployment vehicle that transports SWAT operators to and from hostile scenes to assist with the recovery and protection of civilians in harm's way. The Armored Group, LLC designer and manufacturer of the B6 Armored F350, was selected as a preferred vendor, and the cooperative purchasing as a procurement method. The total cost of the B6 Armored F350 configured to SLPD needs is \$187,550 and consists of \$187,550 for the vehicle via GSA Contract # GS-07F-9375S. The Sugar Land Police Department recommends the City Council approve the purchase of the B6 Armored F350.

Budget

Expenditure Required: \$187,550

Current Budget: \$187,550

Additional Funding: n/a

Funding Source: 2024 GO Bonds

Account Number (ORG-OBJ-Project): 5023220-621025-CMU2501

Attachments

1. GSA Quote Armored Ford F Series LE Crew Cab 4x4 Pick Up by TAG GSAJJ251117A



5221 N. Saddle Rock Drive
Phoenix, AZ 85018
Contact: Jeremy Johnson
Office: 602-840-2271 Fax: 602-840-6162
Cell: 817-291-4956
Email: jeremy@armoredcars.com

Customer:	Sugar Land Police Department 1200 Hwy 6 Sugar Land, TX 77478	Contact: Capt. Joe Carter Phone: 346-254-3972 Email: jcarter@sugarlandtx.gov
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Quote #: GSAJJ251117A Quote Date: November 17, 2025 Tax ID #: 86-09877046	Payment Terms: Net 30 Days of Acceptance Acceptance at TAG Armor Facility 1% Discount Net 10
--	--

Terms & Conditions: Net 30 Days-Transfer of Certificate of Origin Upon Acceptance of Vehicle
Inspection & Acceptance: TAG Facility

GSA Contract #: GS-07F-9375S

Item & Options	QTY	Pricing Each	Total
Ford F Series Pick Up Law Enforcement	1	\$ 195,000.00	\$ 195,000.00
Front Hood Clip Armor with Radiator Protection	1	\$ 4,800.00	\$ 4,800.00
Ram/Push Bumper - Wrap Around Headlights	1	\$ 4,950.00	\$ 4,950.00
Heavy Duty Rear Bumper	1	\$ 3,000.00	\$ 3,000.00
Armor Sides of Pick-Up Bed including Wheel Wells	1	\$ 4,800.00	\$ 4,800.00
Emergency/Escape Hatch	1	\$ 5,000.00	\$ 5,000.00
Bed Cover - Heavy Duty Folding for Pick-Ups	1	\$ 3,000.00	\$ 3,000.00
Discount	1	\$ (38,000.00)	\$ (38,000.00)
Open Market: (Freight)	1	\$ 5,000.00	\$ 5,000.00
Total:		\$ 187,550.00	\$ 187,550.00

***TAG nor GSA collect Sales Tax.**

***Refer to Our GSA Contract # on PO. GS-07F-9375S**

ARMOR WARRANTY

24 Months/Unlimited Miles (12 Months Parts/Labor and 12 Months Parts Only)

Jeremy Johnson
Director, Law Enforcement Division
The Armored Group, LLC

Authorized Signature
Sugar Land Police Department



City Council Agenda Request

January 6, 2026

Agenda Request No: VI.F.

Agenda of: City Council Meeting

Initiated by: Carla Barrios, Engineer II

Presented by: Carla Barrios, Engineer II

Responsible Department: Engineering

Agenda Caption:

CONTRACT WITH FREESE AND NICHOLS

Consideration of and action on the authorization of the execution of a professional services contract with Freese and Nichols for the design of Burney/Main Sidewalk Widening to 7th St and Intersection Modifications at Stadium Dr., CIP CMB2601, in the amount of \$285,095.72.

Recommended Action:

Authorize the execution of a professional services contract with Freese and Nichols for the design of Burney/Main Sidewalk Widening to 7th St & Intersection Modifications at Stadium Dr., CIP CMB2601, in the amount of \$285,095.72.

Executive Summary:

In November 2023, Fort Bend County voters approved the 2023 Mobility Bond Program, which includes multiple mobility projects within the City of Sugar Land's jurisdiction. Building on this regional investment, Sugar Land voters approved Proposition B in November 2024, authorizing the City to issue up to \$118 million in bonds dedicated to streets, sidewalks, and mobility improvements.

On November 18, 2025, City Council approved the Interlocal Agreement (ILA) with Fort Bend County for City-Managed Mobility Projects, and the agreement was subsequently approved by the Fort Bend County Commissioners Court on December 4, 2025.

The partnership and associated projects directly support the priorities outlined in Sugar Land's 2023 Mobility Master Plan, which emphasizes enhanced mobility, multimodal connectivity, and safety. Regular reporting, coordination, and oversight measures included in the agreement ensure transparency and accountability throughout project delivery.

Under the ILA's Roles and Responsibilities, Fort Bend County selects consultants for design and related services from the City's pre-qualified list, after which the City contracts with and manages the selected consultant. The City is responsible for project design using City standards,

as well as bidding, contracting, and construction management, including oversight of change orders and payment processing. The County retains the ability to review project plans, conduct inspections, and provide comments. For the CIP CMB2601 project, the County selected Freese and Nichols as the design consultant.

The Burney/Main Sidewalk Widening and Intersection Modification Project advances these goals by providing multimodal enhancements along Burney Road from Stadium Drive to 7th Street. Key improvements include widening the existing sidewalk to a 10-foot shared-use path, addressing safety and connectivity gaps, enhancing accessibility in anticipation of future development-driven traffic growth, and improving operational performance at the Burney Road & Stadium Drive intersection. Burney Road is identified in both the Mobility Master Plan and the Pedestrian and Bicycle Master Plan as a high-priority corridor for multimodal investment.

Freese and Nichols will provide full preliminary engineering, and design services for the Burney/Main Sidewalk Widening and Intersection Modification Project, including project management, preparation of a Preliminary Engineering Report with alternatives analysis, a traffic study with data collection and evaluation of three intersection alternatives, topographic surveying and Subsurface Utility Engineering (SUE) utility identification, a tree inventory and tree protection plan, and production of 30%, 60%, 90%, and 100% design submittals, including roadway plans, shared-use path layout, traffic control plans, signing and pavement markings, construction cost estimates, bid documents, and permitting support.

The project limits are divided into two phases. Phase 1 consists of sidewalk reconstruction along Burney Road from Stadium Drive to 7th Street, with a design cost of \$63,348 and an estimated construction cost of approximately \$600,000. Funding in the amount of \$1,875,000 has been allocated for this portion of the project. Phase 2 includes a traffic study for the intersections at Burney Road & Stadium Drive and Burney Road & Jess Pirtle Boulevard, with a Preliminary Engineering Report (PER) cost of \$125,692. This study will guide the City in determining the necessary intersection improvements and associated funding requirements for future design and construction. The remaining \$96,055.72 of the contract amount is allocated for overall project coordination, TDLR review, surveying, tree inventory and protection planning, traffic control planning, and bid phase services.

Per the ILA's Payments and Funding provisions, the County will contribute 50% of the total project costs (up to the maximum amount established for each project) and 100% of the design costs up front. A formal request for these funds will be submitted to the County once the contract is approved.

The Engineering and Public Works Departments recommend that the City Council approve a professional services contract with Freese and Nichols for the design of Burney/Main Sidewalk Widening to 7th St & Intersection Modifications at Stadium Dr., CIP CMB2601, in the amount of \$285,095.72.

Budget

Expenditure Required: \$285,095.72

Current Budget: \$300,000.00

Additional Funding: \$0

Funding Source: Fort Bend County 2023 Mobility Bond Program

Account Number (ORG-OBJ-Project): 5023230-621015-CMB2601

Attachments

1. Contract_1stPage
2. Map

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

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

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

CITY OF SUGAR LAND

ENGINEER:

By:

By: Charles Gilman

Date:

Date: November 24, 2025

Title:

Title: Vice President

Company: Freese and Nichols

MATTER NUMBER: 7909M

APPROVED AS TO FORM:



II. General Information and Terms.

Engineer's Name and Address: Freese and Nichols
11200 Broadway Street, Suite 2320
Pearland, Texas 77584

Project Description: Design of Burney/Main Sidewalk Reconstruction and
Traffic Study – CMB2601

Maximum Contract Amount: \$285,095.72

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

Termination Date: See III.F.

Contract Parts: This Contract consists of the following parts:

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



CITY OF SUGAR LAND
**CMB2601 - Burney/Main Sidewalk Widening to
7th St & Intersection Modifications at Stadium Dr.**



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



City Council Agenda Request January 6, 2026

Agenda Request No: VI.G.

Agenda of: City Council Meeting

Initiated by: Jennifer Alexander, Business Development Manager

Presented by: Jennifer Alexander, Business Development Manager

Responsible Department: Economic Development

Agenda Caption:

SECOND CONSIDERATION: Consideration of action on **CITY OF SUGAR LAND ORDINANCE NO. 2394:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2025-01 FOR A 33.4709 ACRE TRACT OF LAND LOCATED IN SUGAR LAND, TEXAS AT 1111 GILLINGHAM LANE, SUGAR LAND, TEXAS.

Recommended Action:

Approval of Ordinance No. 2394, creating Reinvestment Zone No. 2025-01 for a 33.4709 acre tract of land located in Sugar Land, Texas.

Executive Summary:

Applied Optoelectronics, Inc. (AOI) is a long-standing Sugar Land employer and global leader in the design and manufacturing of fiber-optic network products used in broadband, data center, and telecommunications applications. Founded in 1997 out of the University of Houston, AOI established its corporate headquarters in Sugar Land in 2000 and completed a significant headquarters expansion in 2016. The company continues to innovate in advanced manufacturing and photonics, serving some of the world's largest internet and cable service providers. AOI is expanding its capabilities through a partnership with Microsoft to produce custom data center chips, positioning the company and Sugar Land at the forefront of next-generation AI and semiconductor manufacturing.

AOI is initialing investing approximately \$77 million to expand its operations at 1111 Gillingham Lane with a total capital investment expected to reach \$150 million upon full buildout. The project includes a 200,000-square-foot facility that will create 500 new jobs with an average annual salary of \$61,240. This expansion further strengthens Sugar Land's position in advanced manufacturing by onshoring production and establishing what is expected to be the largest U.S.-based manufacturing capacity for AI-focused data center transceivers.

To support the County's proposed tax abatement for the AOI project, staff is recommending the creation of Reinvestment Zone No. 2025-01 encompassing 33.4709 acres at the project site. A reinvestment zone is a defined geographic area designated by local government as eligible for economic development incentives, such as property tax abatements, in accordance with the Texas Tax Code. Because the project site is located within the city's taxing jurisdiction, the city must create the reinvestment zone. The creation of this zone is a required step for the County to proceed with its tax abatement agreement for AOI's expansion.

The establishment of Reinvestment Zone No. 2025-01 will encourage significant new capital investment within Sugar Land, support the creation of high-wage jobs, and promote redevelopment and the productive use of existing industrial property. Additionally, the project will diversify the City's tax base and stimulate long-term economic vitality.

The Economic Development Department recommends the City Council approve the second reading of Ordinance No. 2394, creating Reinvestment Zone No. 2025-01 for a 33.4709 acre tract of land located in Sugar Land, Texas at 1111 Gillingham Lane, Sugar Land, Texas.

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-exhibit
2. taxabatment zone boundary

ORDINANCE NO. 2394

AN ORDINANCE OF THE CITY OF SUGAR LAND, TEXAS, CREATING REINVESTMENT ZONE NO. 2025-01 FOR A 33.4709 ACRE TRACT OF LAND LOCATED IN SUGAR LAND, TEXAS AT 1111 GILLINGHAM LANE, SUGAR LAND, TEXAS, 77478.

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

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

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

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

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

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

Section 1. That Reinvestment Zone No. 2025-01 is created for the real property consisting of 33.4709 acres, as described and shown in the attached Exhibit A, which is incorporated into this ordinance.

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

Section 3. That Reinvestment Zone No. 2025-01 expires five years from the date of this ordinance.

APPROVED on first consideration on _____, 2025.

ADOPTED upon second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

DAnn Shea Smith

EXHIBIT A

Description of 33.4709-Acre Tract

ALL OF COMMERCIAL RESERVE "A2", containing 33.4709 acres, more or less, of SUGAR LAND BUSINESS PARK TRACT 130 AND 131, REPLAT NO. 3, an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20090097, of the Plat Records of Fort Bend County, Texas.

(See attached copy of Plat No. 20090097)

STATE OF TEXAS
COUNTY OF FORT BEND

THE UNDERSIGNED, GSI, 16/VIF GILLINGHAM, L.P., A TEXAS LIMITED PARTNERSHIP (HEREIN CALLED "OWNER"), OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT OF SUGAR LAND BUSINESS PARK, TRACT 130 AND 131 REPLAT NO.3, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, LOTS, BUILDING LOTS AND EASEMENTS THEREON SHOWN AND DESIGNATE SAID SUBDIVISION AS SUGAR LAND BUSINESS PARK, TRACT 130 AND 131 REPLAT NO.3, LOCATED IN THE BROWN AND BELKNAP LEAGUE, A SUBDIVISION OF FORT BEND COUNTY, TEXAS, AND HEREBY DEDICATES TO PUBLIC USE AS SUCH THE STREETS AND EASEMENTS SHOWN THEREON FOREVER AND DO HEREBY WAIVE ANY CLAIMS FOR THE INJURY TO ANY OF THE ESTATEMENTS OF THE SURFACE OF THE STREETS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE HEREBY MADE AND RESTRICTIONS TO SUCH GRADES, AND DO HEREBY WAIVE AND RELEASE, OUR SUCCESSORS, AND ASSIGNS, TO WARRANT AND DEFEND FOREVER THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNER DOES HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY OF THE STREETS, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

IN TESTIMONY WHEREOF, GSI, 16/VIF GILLINGHAM, L.P., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY WELCME WILSON, SR., CHAIRMAN, AND ITS COMMON SEAL HEREUNTO AFFIXED THIS 24th day of July, 2009.

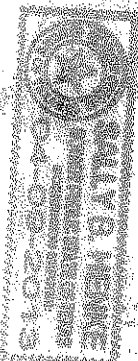
GSI, 16/VIF GILLINGHAM, L.P., A TEXAS LIMITED PARTNERSHIP
BY: GSI, 16/VIF GILLINGHAM GR., LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: GSI, 16/VIF GILLINGHAM, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER
BY: GSI PARTNERS SUB SIXTEEN, L.P.,
A TEXAS LIMITED PARTNERSHIP,
OPERATING MEMBER
BY: GSI, SUB SIXTEEN GR., INC.,
A TEXAS CORPORATION,
ITS GENERAL PARTNER

BY: Welcome Wilson, Sr., CHAIRMAN
WELCME WILSON, SR., CHAIRMAN

THE STATE OF TEXAS
COUNTY OF Maricopa

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 24th day of July, 2009, BY WELCME WILSON, SR., CHAIRMAN, OF GSI, SUB SIXTEEN GR., INC., A TEXAS CORPORATION, ON BEHALF OF SAID LIMITED PARTNERSHIP.



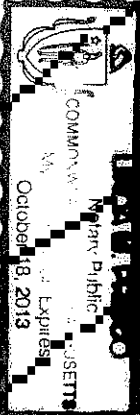
Valerie W. Hulse
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 04-09-2013

IN TESTIMONY WHEREOF, VIF GILLINGHAM, LLC A DELAWARE LIMITED LIABILITY COMPANY PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Maureen A. Doyle AND ITS COMMON SEAL HEREUNTO AFFIXED THIS 7th day of July, 2009.

BY: VIF GILLINGHAM, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
CLASS A MEMBER
BY: AEW VIF INVESTORS, LP,
A DELAWARE LIMITED PARTNERSHIP,
ITS SOLE MEMBER
BY: AEW VIF MANAGERS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER
BY: AEW VIF INVESTORS, INC.,
A DELAWARE CORPORATION,
ITS MANAGER-MEMBER

BY: Maureen A. Doyle
NAME: Maureen A. Doyle
TITLE: Authorized Signatory

THE STATE OF Massachusetts
COUNTY OF Suffolk
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 7th day of July, 2009, BY Maureen A. Doyle OF AEW VIF INVESTORS, INC., A DELAWARE CORPORATION, ON BEHALF OF SAID CORPORATION.



Juliana N. Pappas
NOTARY PUBLIC, STATE OF MASSACHUSETTS
MY COMMISSION EXPIRES: 10/16/13

LIEN HOLDERS ACKNOWLEDGMENT AND SUBORDINATION STATEMENT

WE, AIG ANNUITY INSURANCE COMPANY, A TEXAS CORPORATION, ARE THE OWNER AND HOLDERS OF A LIEN ON THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS SUGAR LAND BUSINESS PARK, TRACT 130 AND 131 REPLAT NO. 3, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN INSTRUMENT NUMBER 2006060213, OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS. DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREON TO SAID PLAT AND WE HEREBY CONFIRM THAT WE ARE PRESENT HEREIN OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

AIG ANNUITY INSURANCE COMPANY,
A TEXAS CORPORATION,
BY: AIG GLOBAL INVESTMENT CORP.,
ITS INVESTMENT ADVISOR

BY: Maureen S. Campagna
NAME: Maureen S. Campagna
TITLE: Vice President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

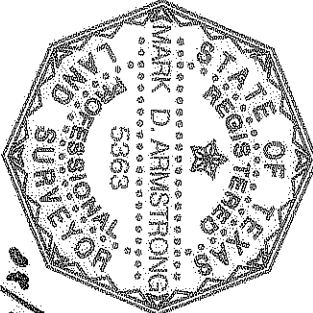
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Maureen S. Campagna who presented to me on the basis of satisfactory evidence WHOSE AUTHORITY TO UNDERSIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THE PERSON WHOSE NAME IS SET FORTH IN THE FOREGOING INSTRUMENT AND IN THE CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION, I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19th day of August, 2009.

Maureen S. Campagna
OFFICER OF THE SAID CORPORATION
FOR THE STATE OF TEXAS CALIFORNIA
MY COMMISSION EXPIRES: September 12, 2011



THIS IS TO CERTIFY THAT I, MARK D. ARMSTRONG, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL BOUNDARY CORNERS, BOUNDARY POINTS, AND BOUNDARY LINES ARE PROPERLY MARKED WITH 5/8" DIAMETER IRON RODS, AND THAT THE SURVEY IS IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE SURVEY MADE UNDER MY SUPERVISION.

MARK D. ARMSTRONG
TEXAS REGISTRATION NO. 5363

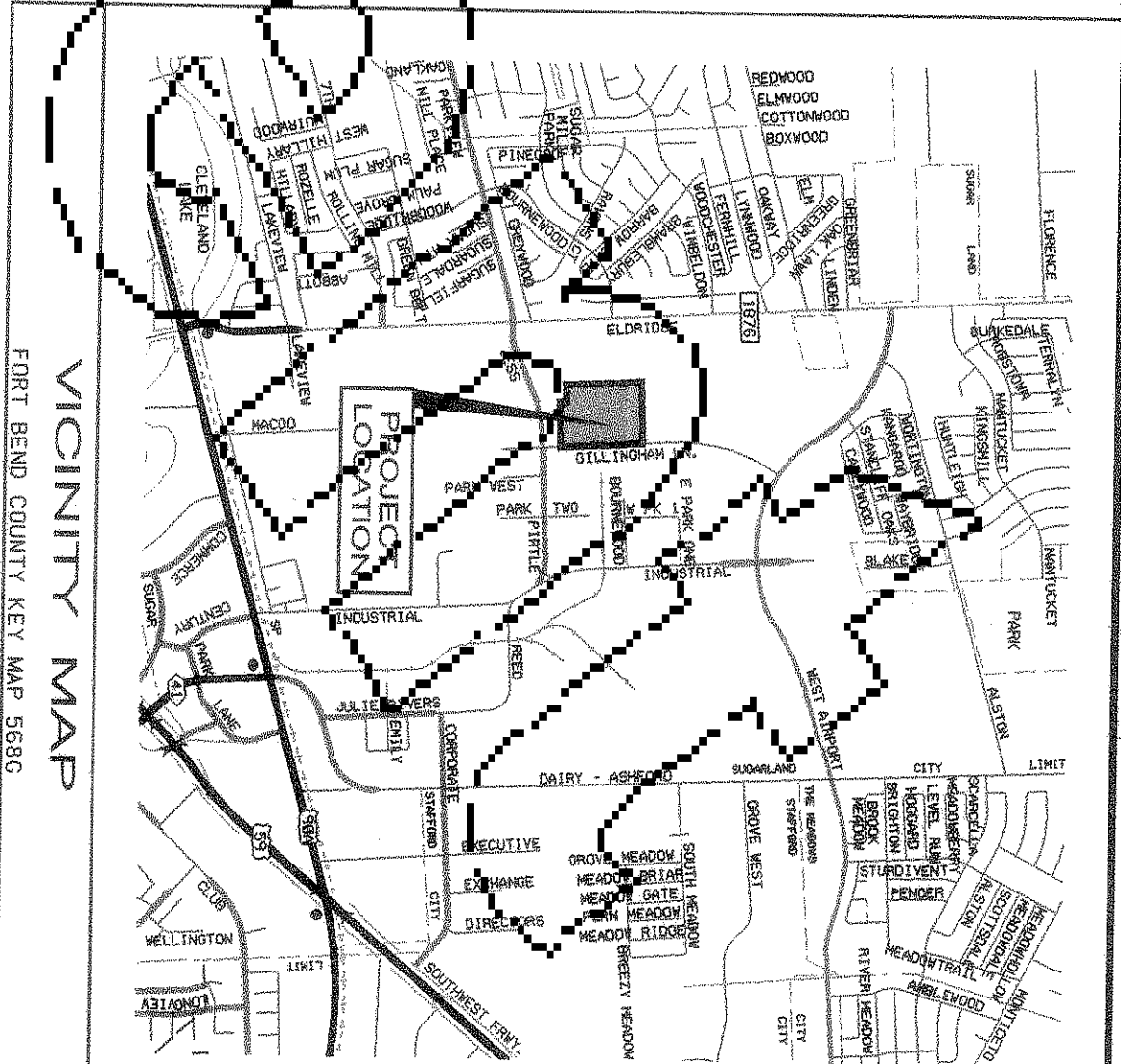


THIS IS TO CERTIFY THAT THIS IS AN AMENDING REPLAT UNDER THE PROVISIONS OF THE TEXAS LOCAL GOVERNMENT CODES SECTION 212.0065 AND MEETS ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF SECTION 5-15, CHAPTER 5 OF THE CODE OF SUBDIVISIONS OF SUGAR LAND. THE CITY OF SUGAR LAND HAS APPROVED AND AUTHORIZES THE RECORDING OF THIS PLAT THIS 8th day of September, 2009.

James A. Thompson
JAMES A. THOMPSON
MAYOR

Blenda Gondermann
BLENDA GONDERMANN
CITY SECRETARY

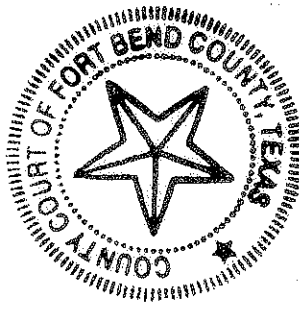
Allen Bergard
ALLEN BERGARD
CITY MANAGER



VICINITY MAP
FORT BEND COUNTY KEY MAP 5586

STATE OF TEXAS
COUNTY OF FORT BEND
I, DIANNE WILSON, COUNTY CLERK IN AND FOR FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON October 5, 2009, A.D., AT 12:14 O'CLOCK (A.M. OR P.M.).
IN PLAT NUMBER(S) 20090091 OF THE PLAT RECORDS OF SAID COUNTY, WITNESS MY HAND AND SEAL OF OFFICE AT RICHMOND, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

Dianne Wilson
DIANNE WILSON, CLERK OF THE COUNTY
FORT BEND COUNTY, TEXAS
BY: Chela Chandler
DEPUTY
CHELSA CHANDLER



PLAT ATTACHED 2009104399
7 PGS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS
Renee Frian
2009 Oct 06 02:44 PM
COC \$300.00
DIANNE WILSON COUNTY CLERK
FT BEND COUNTY TEXAS

SUGAR LAND
BUSINESS PARK
TRACT 130 AND 131
REPLAT NO. 3

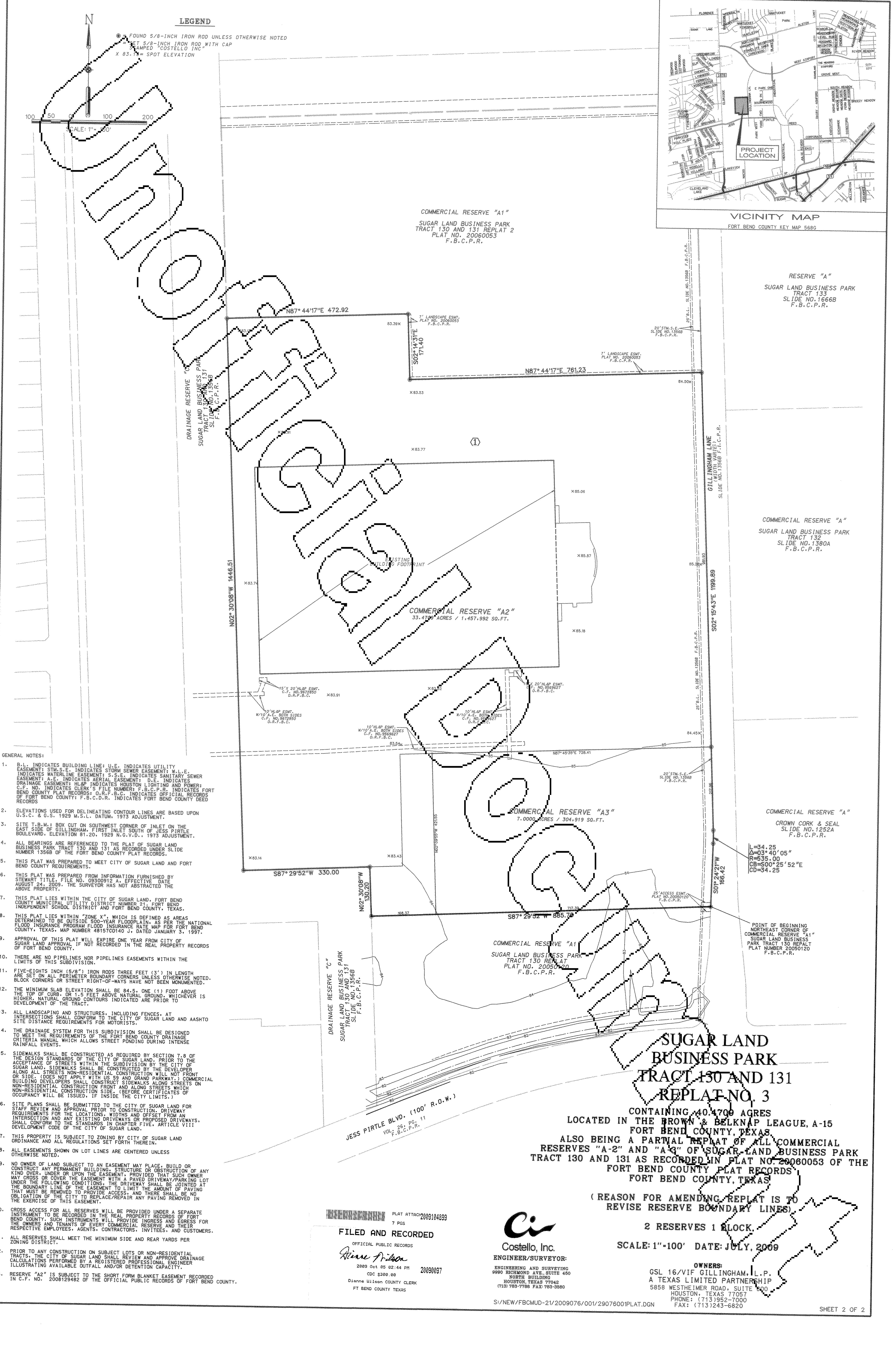
CONTAINING 40.4709 ACRES
LOCATED IN THE BROWN & BELKNAP LEAGUE, A-15
FORT BEND COUNTY, TEXAS
ALSO BEING A PARTIAL REPLAT OF ALL COMMERCIAL
RESERVES "A-2" AND "A-3" OF SUGAR LAND BUSINESS PARK
TRACT 130 AND 131 AS RECORDED IN PLAT NO. 20060065 OF THE
FORT BEND COUNTY PLAT RECORDS
FORT BEND COUNTY, TEXAS

(REASON FOR AMENDING REPLAT
IS TO REVISE RESERVE BOUNDARY LINES)

2 RESERVES 1 BLOCK
DATE: JULY, 2009



COSTELLO, INC.
ENGINEER/SURVEYOR:
ENGINEERING AND SURVEYING
8999 RICHMOND AVE, SUITE 400
HOUSTON, TEXAS 77046
(713) 768-7768 FAX: 768-5860
OWNERS:
GSI, 16/VIF GILLINGHAM, L.P.,
A TEXAS LIMITED PARTNERSHIP
5858 WESTHEIMER ROAD, SUITE 800
HOUSTON, TEXAS 77057
PHONE: (713) 952-7000
FAX: (713) 243-6820
S:\NEW\FBQUMD-21\2009076\001\29076001\PLAT.DGN



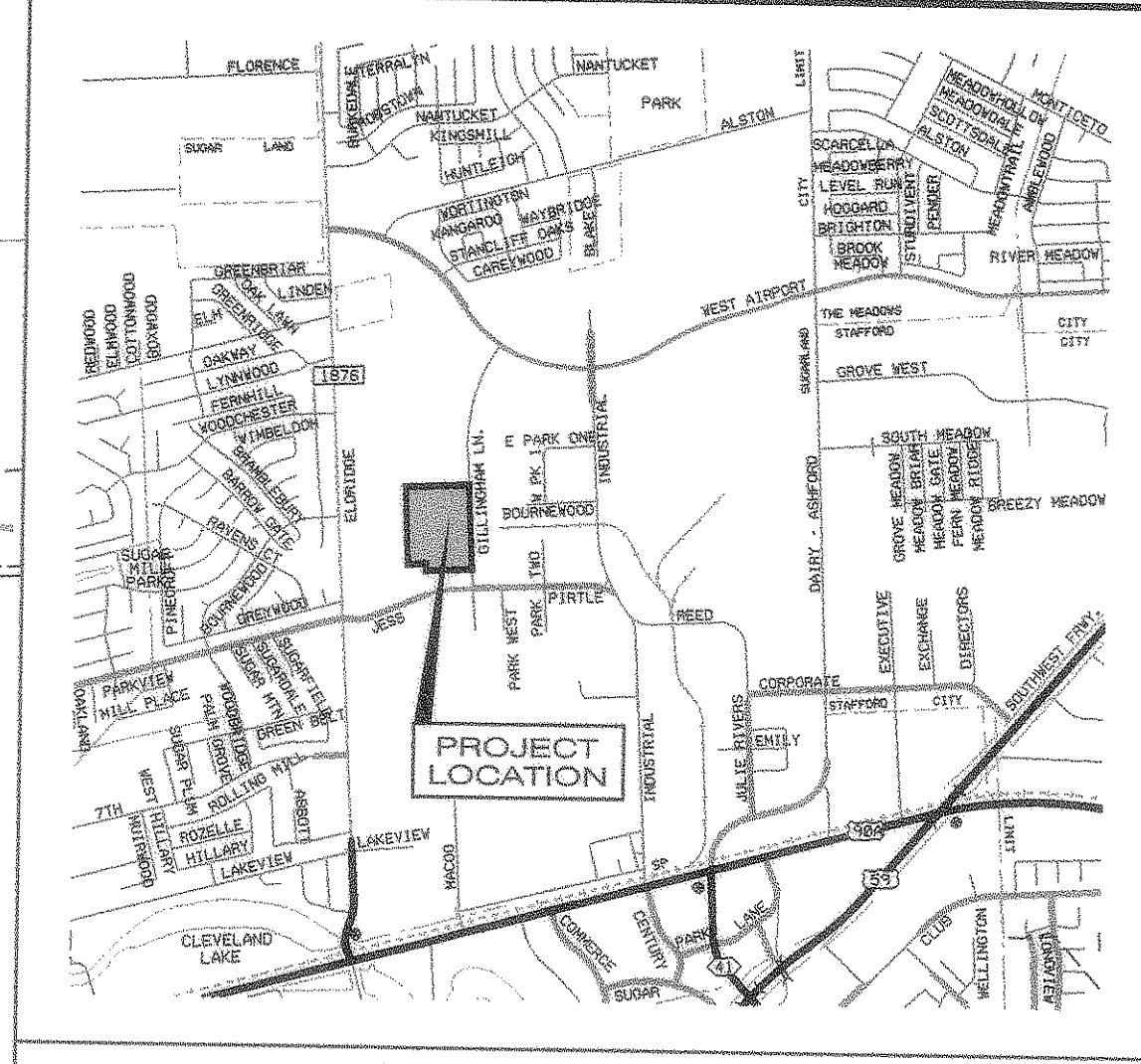
- GENERAL NOTES:
1. B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; S.W.S.E. INDICATES STORM SEWER EASEMENT; W.L.E. INDICATES WATERLINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; A.E. INDICATES AERIAL EASEMENT; D.B. INDICATES DRAINAGE EASEMENT; H.L.P. INDICATES HOUSTON LIGHTING AND POWER; C.F. NO. INDICATES CLERK'S FILE NUMBER; F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS; O.R.F.B.C. INDICATES OFFICIAL RECORDS OF FORT BEND COUNTY; F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
 2. ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED UPON U.S.C. & G.S. 1929 M.S.L. DATUM, 1973 ADJUSTMENT.
 3. SITE T.B.M.: BOX CUT ON SOUTHWEST CORNER OF INLET ON THE EAST SIDE OF GILLINGHAM, FIRST INLET SOUTH OF JESS PIRTLE BOULEVARD, ELEVATION 81.20, 1929 N.G.V.D., 1973 ADJUSTMENT.
 4. ALL BEARINGS ARE REFERENCED TO THE PLAT OF SUGAR LAND BUSINESS PARK TRACT 130 AND 131 AS RECORDED UNDER SLIDE NUMBER 1356B OF THE FORT BEND COUNTY PLAT RECORDS.
 5. THIS PLAT WAS PREPARED TO MEET CITY OF SUGAR LAND AND FORT BEND COUNTY REQUIREMENTS.
 6. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY STEWART TITLE, FILE NO. 09300912 A, EFFECTIVE DATE AUGUST 24, 2009. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
 7. THIS PLAT LIES WITHIN THE CITY OF SUGAR LAND, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 21, FORT BEND COUNTY INDEPENDENT SCHOOL DISTRICT AND FORT BEND COUNTY, TEXAS.
 8. THIS PLAT LIES WITHIN "ZONE X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS, MAP NUMBER 48157C0140 J, DATED JANUARY 3, 1997.
 9. APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY OF SUGAR LAND APPROVAL, IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF FORT BEND COUNTY.
 10. THERE ARE NO PIPELINES NOR PIPELINES EASEMENTS WITHIN THE LIMITS OF THIS SUBDIVISION.
 11. FIVE-EIGHTS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS UNLESS OTHERWISE NOTED. BLOCK CORNERS OR STREET RIGHT-OF-WAYS HAVE NOT BEEN MONUMENTED.
 12. THE MINIMUM SLAB ELEVATION SHALL BE 84.5, ONE (1) FOOT ABOVE THE TOP OF CURB, OR 1.5 FEET ABOVE NATURAL GROUND, WHICHEVER IS HIGHER. NATURAL GROUND CONTOURS INDICATED ARE PRIOR TO DEVELOPMENT OF THE TRACT.
 13. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES, AT INTERSECTIONS SHALL CONFORM TO THE CITY OF SUGAR LAND AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
 14. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING DURING INTENSE RAINFALL EVENTS.
 15. SIDEWALKS SHALL BE CONSTRUCTED AS REQUIRED BY SECTION 7.8 OF THE DESIGN STANDARDS OF THE CITY OF SUGAR LAND, PRIOR TO THE ACCEPTANCE OF STREETS WITHIN THE SUBDIVISION BY THE CITY OF SUGAR LAND. SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER ALONG ALL STREETS NON-RESIDENTIAL CONSTRUCTION WILL NOT FRONT OR SIDE. (DOES NOT APPLY WITH US 59 AND GRAND PARKWAY.) COMMERCIAL BUILDING DEVELOPERS SHALL CONSTRUCT SIDEWALKS ALONG STREETS ON NON-RESIDENTIAL CONSTRUCTION FRONT AND ALONG STREETS WHICH NON-RESIDENTIAL CONSTRUCTION SIDE. (BEFORE CERTIFICATES OF OCCUPANCY WILL BE ISSUED, IF INSIDE THE CITY LIMITS.)
 16. SITE PLANS SHALL BE SUBMITTED TO THE CITY OF SUGAR LAND FOR STAFF REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. DRIVEWAY REQUIREMENTS FOR THE LOCATIONS, WIDTHS AND OFFSET FROM ANY INTERSECTION AND ANY EXISTING DRIVEWAYS OR PROPOSED DRIVEWAYS, SHALL CONFORM TO THE STANDARDS IN CHAPTER FIVE, ARTICLE VIII DEVELOPMENT CODE OF THE CITY OF SUGAR LAND.
 17. THIS PROPERTY IS SUBJECT TO ZONING BY CITY OF SUGAR LAND ORDINANCE AND ALL REGULATIONS SET FORTH THEREIN.
 18. ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
 19. NO OWNER OF LAND SUBJECT TO AN EASEMENT MAY PLACE, BUILD OR CONSTRUCT ANY PERMANENT BUILDING, STRUCTURE OR OBSTRUCTION OF ANY KIND OVER, UNDER OR UPON THE EASEMENT, PROVIDED THAT SUCH OWNER MAY CROSS OR COVER THE EASEMENT WITH A PAVED DRIVEWAY/PARKING LOT UNDER THE FOLLOWING CONDITIONS: THE DRIVEWAY SHALL BE JOINTED AT THE BOUNDARY LINE OF THE EASEMENT TO LIMIT THE AMOUNT OF PAVING THAT MUST BE REMOVED TO PROVIDE ACCESS, AND THERE SHALL BE NO OBLIGATION OF THE CITY TO REPLACE/REPAIR ANY PAVING REMOVED IN THE EXERCISE OF THIS EASEMENT.
 20. CROSS ACCESS FOR ALL RESERVES WILL BE PROVIDED UNDER A SEPARATE INSTRUMENT TO BE RECORDED IN THE REAL PROPERTY RECORDS OF FORT BEND COUNTY. SUCH INSTRUMENTS WILL PROVIDE INGRESS AND EGRESS FOR THE OWNERS AND TENANTS OF EVERY COMMERCIAL RESERVE AND THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, INVITEES, AND CUSTOMERS.
 21. ALL RESERVES SHALL MEET THE MINIMUM SIDE AND REAR YARDS PER ZONING DISTRICT.
 22. PRIOR TO ANY CONSTRUCTION ON SUBJECT LOTS OR NON-RESIDENTIAL TRACTS, THE CITY OF SUGAR LAND SHALL REVIEW AND APPROVE DRAINAGE CALCULATIONS PERFORMED BY A REGISTERED PROFESSIONAL ENGINEER ILLUSTRATING AVAILABLE OUTFALL AND/OR DETENTION CAPACITY.
 23. RESERVE "A2" IS SUBJECT TO THE SHORT FORM BLANKET EASEMENT RECORDED IN C.F. NO. 2008129482 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY.

PLAT ATTACH 2009104839
7 PGS
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dianna Wilson
2809 Oct 05 02:44 PM 20090097
CDC \$300.00
Dianna Wilson COUNTY CLERK
FT BEND COUNTY TEXAS

Costello, Inc.
ENGINEER/SURVEYOR:
ENGINEERING AND SURVEYING
9990 RICHMOND AVE, SUITE 450
NORTH BUILDING
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-9580

(REASON FOR AMENDING REPLAT IS TO REVISE RESERVE BOUNDARY LINES)
2 RESERVES 1 BLOCK.
SCALE: 1"=100' DATE: JULY, 2009

OWNERS:
GSL 16/VIF GILLINGHAM, L.P.
A TEXAS LIMITED PARTNERSHIP
5858 WESTHEIMER ROAD, SUITE 600
HOUSTON, TEXAS 77057
PHONE: (713) 952-7000
FAX: (713) 243-6820



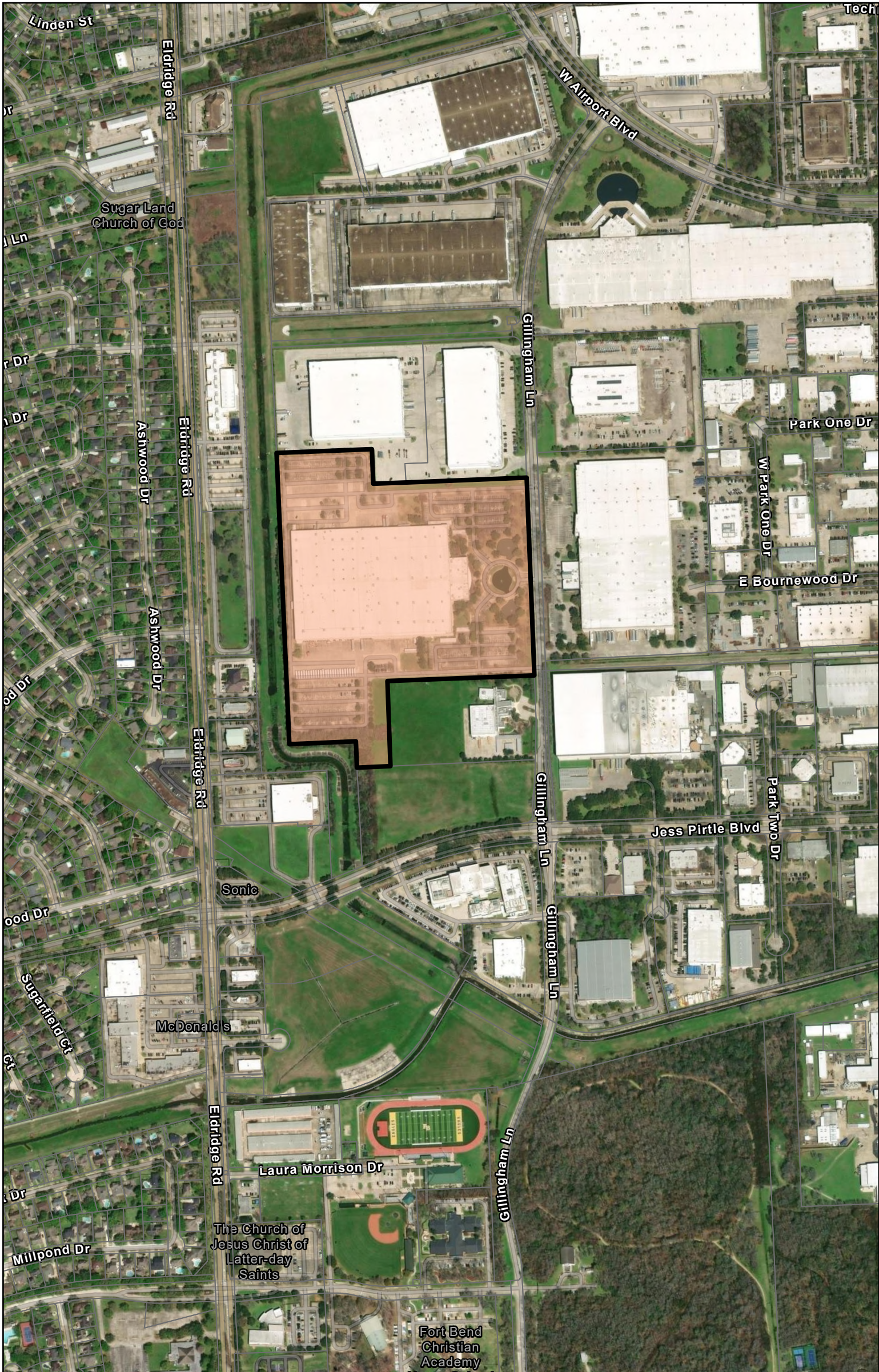
RESERVE "A"
SUGAR LAND BUSINESS PARK
TRACT 133
SLIDE NO. 1666B
F.B.C.P.R.

COMMERCIAL RESERVE "A"
SUGAR LAND BUSINESS PARK
TRACT 132
SLIDE NO. 1380A
F.B.C.P.R.

COMMERCIAL RESERVE "A"
CROWN CORK & SEAL
SLIDE NO. 1252A
F.B.C.P.R.

L=34.25
Δ=03°40'05"
R=535.00
CB=S00°25'52"E
CD=34.25

POINT OF BEGINNING
NORTHEAST CORNER OF
COMMERCIAL RESERVE "A1"
SUGAR LAND BUSINESS
PARK TRACT 130 REPLAT
PLAT NUMBER 20050120
F.B.C.P.R.



Tax Abatement Zone Map



Zone



NOVEMBER 2025

0 112.5 225 450 675 900 Feet

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, the City of Sugar Land assumes no liability or damages due to errors, or omissions. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. If any errors are detected, please contact the GIS Division of Information Technology at (281)275-2279.





City Council Agenda Request

January 6, 2026

Agenda Request No: VI.H.

Agenda of: City Council Meeting

Initiated by: Ana Rodriguez, Community Development Coordinator

Presented by: Ana Rodriguez, Community Development Coordinator

Responsible Department: Redevelopment

Agenda Caption:

TAX INCREMENT REINVESTMENT ZONE NO. 1 ANNUAL REPORT

Consideration of and action on the approval of the Tax Increment Reinvestment Zone Number One Fiscal Year 2025 Annual Report.

Recommended Action:

Approve Tax Increment Reinvestment Zone Number One Fiscal Year 2025 Annual Report.

Executive Summary:

Chapter 311 of the Texas Tax Code, known as the Tax Increment Financing Act, requires municipalities with tax increment reinvestment zones to provide an annual report each fiscal year to the State Comptroller and the Chief Executive Officer of taxing entities within the zone that levy a property tax. The report includes details on FY25 revenue, expenditures, debt, tax increment base, appraised value, and captured value, as referenced in the state law.

The report was recommended to the City Council for approval by the Tax Increment Reinvestment Zone Number One Board on December 5, 2025. Staff recommends City Council approval, pursuant to the requirements of the Texas Tax Code. Upon approval, the report will be sent to the necessary taxing entities and the Comptroller.

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. TIRZ 1 FY25 Annual Report

Tax Increment Reinvestment Zone
Number One
Sugar Land, Texas

Annual Report
Fiscal Year Ending September 30, 2025



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CITY OF SUGAR LAND, TEXAS

CITY COUNCIL

As of September 30, 2025

Mayor

Carol McCutcheon

Council Members

Jim Vonderhaar

At-Large Position One

Robert Boettcher

At-Large Position Two

Suzanne Whatley

District One

Sanjay Singhal

District Two

Stewart Jacobson

District Three

Rick Miller

District Four

TAX INCREMENT REINVESTMENT ZONE NUMBER ONE BOARD OF DIRECTORS

As of September 30, 2025

Position 1	Allen Bogard <i>State Senator Designee</i>
Position 2	Robert Sawchuk <i>State Representative Designee</i>
Position 3	Don Smithers, Chairman <i>City of Sugar Land Designee</i>
Position 4	Jennifer May <i>City of Sugar Land Designee</i>
Position 5	Sarwar Khan <i>City of Sugar Land Designee</i>
Position 6	Jared Jameson <i>City of Sugar Land Designee</i>
Position 7	Malvern Lusky <i>City of Sugar Land Designee</i>
Position 8	Laura Richard – Vice Chair <i>City of Sugar Land Designee</i>
Position 9	Nick Dhanani <i>Fort Bend County Designee</i>

Purpose: To make recommendations to City Council concerning administration of the Tax Increment Reinvestment Zone (Sugar Land Town Square).

Duties & Responsibilities: The Board of Directors has been granted authority and duties related to the project plan and the reinvestment zone financing plan. Annually, the Board adopts a budget for the current fiscal year and has the authority to enter into contracts and agreements within the fiscal year budget allocation.

Membership: Tax Increment Reinvestment Zone Number One (TIRZ No. 1) encompasses Sugar Land Town Square and is comprised of nine board members who are appointed by position with each serving a two-year term, with the exception of Positions 1 and 2, who serve at the pleasure of the State Senator

and State Representative, who appointed them, respectively, and Position 9, which is appointed by Fort Bend County.

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), Reinvestment Zone Number One, Sugar Land, Texas (the Zone) was established by Ordinance 1149 of the City Council of the City of Sugar Land, Texas on December 1, 1998. The Zone consists of 32.83 acres located in Sugar Land, Fort Bend County, Texas, and is generally located at the southern corner of State Highway 6 and U.S. 59. In addition, the Zone is located in Fort Bend ISD and Fort Bend County LID #2.

PURPOSE OF ZONE

The purpose of TIRZ No. 1 is to facilitate the development of a 32.83-acre mixed-use downtown, known as Sugar Land Town Square. The development is planned as a neo-traditional urban-style downtown with a town square, open space, extensive streetscapes and wide sidewalks providing access to retail stores, offices and restaurants. A 1.2-acre central plaza with a fountain, capable of accommodating more than 3,000 people, is a cornerstone for community events including concerts, festivals and civic celebrations.

STATE OF THE ZONE IN FISCAL YEAR 2025

- 1.) The information provided in this section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone for Fiscal Year 2025. The bottom line displays all revenues earned for TIRZ No. 1.

In addition to the City's tax increment revenue, interlocal agreements with Fort Bend County and Fort Bend LID #2 provide for each taxing unit's participation in the Zone at 100%. The Zone was created for a period of 26 years. It will terminate no later than December 31, 2025. The City's tax increment revenue in Fiscal Year 2025 is calculated based on a tax rate of \$0.35321 per \$100 of taxable value. Fort Bend County's tax increment revenue in Fiscal Year 2025 is calculated on a tax rate of \$0.42200 per \$100 of taxable value. Finally, the Fort Bend LID #2's tax increment revenue in Fiscal Year 2025 is calculated on a tax rate of \$0.11800 per \$100 of taxable value. Actual revenues collected from each participating tax unit during Fiscal Year 2025 appear in Table A.

TABLE A: Amount and Source of Revenue*	
Incremental Taxes	
City of Sugar Land	\$ 384,309
Fort Bend County	448,887
Fort Bend LID #2	130,679
Interest Income	17,717
Total Revenues – Fiscal Year 2025	\$981,592

**all numbers are actuals as of 11/21/2025 (unaudited)*

- 2.) The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the tax increment fund for Fiscal Year 2025. The bottom line displays all expenditures from TIRZ No. 1.

The public improvements to be constructed in the Zone, which constitute eligible Project Costs as defined in Chapter 311.002, are estimated by the Developer to total approximately \$15,000,000 as stipulated by the five-party agreement between the City of Sugar Land, the Sugar Land Town Square Development Authority, the Sugar Land Development Corporation, the Sugar Land 4B Corporation, and TIRZ No. 1. Actual expenditures, by amount and purpose, for FY25 are provided in Table B.

TABLE B: Amount and Purpose of Expenditures*	
Assignment Fees to 4A and 4B Corporations	\$499,342
Public Relations / Marketing (POA Plaza Events)	344,245
Transfer to General Fund (City Plaza Events)	70,000
Contractual and Other Operating Expenses	5,841
Total Expenditures – Fiscal Year 2025	\$919,428

**all numbers are actuals as of 11/21/2025 (unaudited)*

3.) The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.

No bonded debt was issued by the Zone during Fiscal Year 2025. The Zone has no prior outstanding bond indebtedness.

4.) The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.

In each year subsequent to the base year, the Zone will receive tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone. The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less the tax increment base value.

Participation levels in the Zone have been approved by the City, Fort Bend County, and Fort Bend County LID #2 as follows:

City of Sugar Land	100%
Fort Bend County	100%
Fort Bend LID #2	100%

As of January 1, 1998 (base year) the area encompassed by the Zone was undeveloped land with a total appraised value of \$5,570,200. Table C below reflects the City's certified tax roll for each year of the Zone.

TABLE C: Assessed, Base and Captured Taxable Value			
Tax Year	Total Appraised Value	Base Value	Captured Value
1998	\$ 5,570,200	\$ 5,570,200	\$ -
1999	5,928,110	5,570,200	357,910
2000	6,320,380	5,570,200	750,180
2001	6,497,110	5,570,200	926,910
2002	6,365,370	5,570,200	795,170
2003	24,175,389	5,570,200	18,605,189
2004	42,905,050	5,570,200	37,334,850
2005	67,794,630	5,570,200	62,224,430
2006	76,099,314	5,570,200	70,529,114
2007	88,431,250	5,570,200	82,861,050
2008	112,601,737	5,570,200	107,031,537
2009	102,254,724	5,570,200	96,684,524
2010	94,953,579	5,570,200	89,383,379
2011	89,887,148	5,570,200	84,316,948
2012	95,826,240	5,570,200	90,256,040
2013	116,687,602	5,570,200	111,117,402
2014	142,863,755	5,570,200	137,293,555
2015	143,201,310	5,570,200	137,631,110
2016	157,123,750	5,570,200	151,553,550
2017	182,212,255	5,570,200	176,642,055
2018	198,490,928	5,570,200	192,920,728
2019	199,910,431	5,570,200	194,340,231
2020	221,238,959	5,570,200	215,668,759
2021	221,663,149	5,570,200	216,092,949
2022	275,524,489	5,570,200	269,954,289
2023	284,323,757	5,570,200	278,753,557
2024	191,851,045	5,570,200	186,280,845

5.) The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the municipality and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

As previously stated, the City, Fort Bend County and Fort Bend LID #2 are the only taxing units participating in the Zone. Table D summarizes the captured appraised value by tax year and the actual tax increment revenue received from each participating taxing unit.

Table D: Tax Increments Received by Participating Entities				
Tax Year	City Taxes	County Taxes	LID #2 Taxes	Total Taxes
1999	\$ 1,282	\$ 2,234	\$ 829	\$ 4,345
2000	2,613	4,532	1,725	8,870
2001	3,089	5,289	2,132	10,510
2002	2,615	4,284	1,829	8,728
2003	61,099	97,443	39,071	197,613
2004	121,592	195,538	74,670	391,800
2005	180,197	292,970	104,946	578,113
2006	126,218	357,992	126,218	610,428
2007	245,970	419,461	137,285	802,716
2008	318,335	520,463	156,125	994,923
2009	291,758	476,900	129,417	898,075
2010	268,553	459,107	119,239	846,899
2011	263,952	445,775	119,030	828,757
2012	288,772	481,060	122,438	892,270
2013	333,113	568,261	160,781	1,062,155
2014	438,811	662,915	159,294	1,261,020
2015	436,016	690,851	153,125	1,279,992
2016	478,675	738,670	163,797	1,381,142
2017	558,581	791,597	196,757	1,546,935
2018	617,941	797,952	282,833	1,698,726
2019	639,727	796,646	281,620	1,717,993
2020	671,438	896,119	296,854	1,864,411
2021	679,591	880,376	325,754	1,885,721
2022	934,703	1,209,219	377,162	2,521,084
2023	810,283	987,339	341,073	2,138,695
2024	384,309	448,887	130,679	963,875
Grand Total	9,159,233	13,231,880	4,004,683	26,395,795

This report is certified by:



ShaLae Steadman, Budget Director
City of Sugar Land, Texas



Devon Rodriguez, Director of Redevelopment
City of Sugar Land, Texas



City Council Agenda Request

January 6, 2026

Agenda Request No: VI.I.

Agenda of: City Council Meeting

Initiated by: Ana Rodriguez, Community Development Coordinator

Presented by: Ana Rodriguez, Community Development Coordinator

Responsible Department: Redevelopment

Agenda Caption:

TAX INCREMENT REINVESTMENT ZONE NO. 3 ANNUAL REPORT

Consideration of and action on the approval of the Tax Increment Reinvestment Zone Number Three Fiscal Year 2025 Annual Report.

Recommended Action:

Approve Tax Increment Reinvestment Zone Number Three Fiscal Year 2025 Annual Report.

Executive Summary:

Chapter 311 of the Texas Tax Code, known as the Tax Increment Financing Act, requires municipalities with tax increment reinvestment zones to provide an annual report each fiscal year to the State Comptroller and the Chief Executive Officer of taxing entities within the zone that levy a property tax. The report includes details on FY25 revenue, expenditures, debt, tax increment base, appraised value, and captured value, as referenced in the state law.

The report was recommended to the City Council for approval by the Tax Increment Reinvestment Zone Number Three Board on December 10, 2025. Staff recommends City Council approval, pursuant to the requirements of the Texas Tax Code. Upon approval, the report will be sent to the necessary taxing entities and the Comptroller.

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. TIRZ 3 - FY25 - Annual Report

Tax Increment Reinvestment Zone
No. Three
Sugar Land, Texas

Annual Report
Fiscal Year Ending September 30, 2025



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CITY OF SUGAR LAND, TEXAS

CITY COUNCIL

As of September 30, 2025

Mayor

Carol McCutcheon

Council Members

Jim Vonderhaar

At-Large Position One

Robert Boettcher

At-Large Position Two

Suzanne Whatley

District One

Sanjay Singhal

District Two

Stewart Jacobson

District Three

Rick Miller

District Four

TAX INCREMENT REINVESTMENT ZONE NO. THREE

BOARD OF DIRECTORS

As of September 30, 2025

Position 1 **Jim Vonderhaar, Chair**
City of Sugar Land Designee

Position 2 **Suzanne Whatley**
City of Sugar Land Designee

Position 3 **Chris Barnett**
City of Sugar Land Designee

Position 4 **Sanjay Singhal**
City of Sugar Land Designee

Position 5 **Jay Neal**
Fort Bend County Designee

Duties & Responsibilities: The Board of the Tax Increment Reinvestment Zone No. Three (TIRZ No. 3) has all of the duties and powers authorized by the Tax Increment Financing Act (Chapter 311, Tax Code) and delegated by Ordinance Nos. 1667, 1888, 1910, and 2064. This authority includes preparing and recommending to the City Council for its approval the Final Project Plan and Plan of Finance, statutorily required annual reports, annual budgets, and annual financial statements.

Membership: The Board is comprised of five directors each serving two-year terms with the chairman selected from within the membership by the Sugar Land City Council for a one-year period. Of the five directors, four are appointed by the Sugar Land City Council. Position 5 is a designee of Fort Bend County and appointed by the Fort Bend County Commissioners' Court.

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), Reinvestment Zone No. Three, Sugar Land, Texas (the Zone) was established by Ordinance No. 1667 of the City Council of the City of Sugar Land, Texas on December 18, 2007 and amended by Ordinance Nos. 1888 and 1910 in February and July 2013, respectively. The Final Project Plan was amended by Ordinance No. 2064 in August 2016. The Zone encompasses approximately 839.4 acres of land, including the Imperial Sugar site, and is located in the corporate limits of the City of Sugar Land in Fort Bend County, Texas, north of US Highway 90A and east of State Highway 6.

PURPOSE OF ZONE

The purpose of TIRZ No. 3, created for a term of 35 years, is to facilitate a program of public improvements to allow the development and redevelopment of property in the Zone as a master-planned, mixed-use community with single-family attached and detached residential, commercial and recreational facilities. Included in the redevelopment plans are the preservation and reuse of certain historic structures at the Imperial Sugar site and the location of a museum to house Imperial Sugar artifacts.

STATE OF THE ZONE IN FISCAL YEAR 2025

- 1.) The information provided in this section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone for Fiscal Year 2025. The bottom line displays all revenues earned for TIRZ No. 3.

The City of Sugar Land created TIRZ No. 3 in December 2007, establishing a base year in Tax Year 2007 and Fiscal Year 2008. The City has decided to participate in the Zone at 50% of its ad valorem tax rate. The City's tax increment revenue in Fiscal Year 2025 is calculated based on a tax rate of \$0.35321 per \$100 of taxable value.

Fort Bend County agreed to participate in the Zone in 2013 through a participation agreement that established a base year in Tax Year 2012, Fiscal Year 2013. The County has elected to participate in the Zone at a 50% of its ad valorem tax rate. The County's tax increment revenue in Fiscal Year 2025 is calculated on a tax rate of \$0.41200 per \$100 of taxable value.

Additional revenue in the TIRZ includes \$6,257 in interest income during Fiscal Year 2025

TABLE A: Amount and Source of Revenue*	
Fort Bend County Tax Increment	\$1,024,781
City of Sugar Land Tax Increment	925,836
Interest Income	6,257
Total Revenues – Fiscal Year 2025	\$1,956,874

**all numbers are actuals as of 11/21/2025 (unaudited)*

- 2.) The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the tax increment fund for Fiscal Year 2025. The bottom line displays all expenditures from TIRZ No. 3.

In May 2016, the Sugar Land City Council approved the Third Amendment to the Redevelopment Agreement between the City, Imperial Johnson, LLC, and the Imperial Redevelopment District.

The Third Amendment identified the need for TIRZ revenues to be used for public expenditures in the District, which created the need for the Tri-Party Funding Agreement between the City, the TIRZ, and the Imperial Redevelopment District.

As part of the Tri-Party Funding Agreement, which was passed in August 2016, the City and the Zone agreed to donate all TIRZ revenues on a bi-annual basis to the District to finance these public expenditures, except for 2% to be retained for administrative services.

Additionally, \$200,000 was retained in FY16 to help supplement administrative service costs in the future. The TIRZ Project Plan was then amended in August 2016 to reflect these updates through Ordinance 2064. These funds were fully expended as of 9-30-19.

TABLE B: Amount and Purpose of Expenditures**	
Legal Services	\$-
Professional Services	16,177
Imperial Redevelopment District Payment	1,917,326
Total Expenditures – Fiscal Year 2025	\$1,933,503

***all numbers are actuals as of 11/21/2025 (unaudited)*

- 3.) **The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.**

To date, no bonded debt has been issued in the Zone. The Zone has no prior outstanding bond indebtedness.

4.) The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.

In each year subsequent to the base year, the Zone will receive tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone. The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less each participating taxing unit's tax increment base value.

The City of Sugar Land's base value for TIRZ No. 3 was set in Tax Year 2007 at \$5,602,490. Fort Bend County agreed to participate in the Zone in 2013, establishing a base value in Tax Year 2012 at \$11,762,870. However, this value erroneously included \$5,250 in personal property value. The true base value is therefore \$11,757,620. The following charts reflect the total appraised value, base value, and the captured value for each participating tax entity for each tax year.

TABLE C-1: City of Sugar Land Appraised, Base and Captured Taxable Value			
<i>Tax Year</i>	Total Appraised Value	Base Value	Captured Value
<i>2007 (Base)</i>	\$5,602,490	\$5,602,490	\$0
<i>2008</i>	12,636,724	5,602,490	7,034,234
<i>2009</i>	12,644,834	5,602,490	7,042,344
<i>2010</i>	12,652,934	5,602,490	7,050,444
<i>2011</i>	11,856,565	5,602,490	6,254,075
<i>2012</i>	11,757,620	5,602,490	6,155,130
<i>2013</i>	11,806,661	5,602,490	6,204,171
<i>2014</i>	24,877,096	5,602,490	19,274,606
<i>2015</i>	53,837,979	5,602,490	48,235,489
<i>2016</i>	95,590,208	5,602,490	89,987,718
<i>2017</i>	175,119,739	5,602,490	169,517,249
<i>2018</i>	214,225,290	5,602,490	208,622,800
<i>2019</i>	267,459,815	5,602,490	261,857,325
<i>2020</i>	321,757,416	5,602,490	316,154,926
<i>2021 (S)</i>	358,018,634	5,602,490	352,416,144

2022	430,063,481	5,602,490	424,460,991
2023	486,328,290	5,602,490	480,725,800
2024	533,094,984	5,602,490	527,492,494

TABLE C-2: Fort Bend County Appraised, Base and Captured Taxable Value			
Tax Year	Total Appraised Value	Base Value	Captured Value
2012 (Base)	\$11,757,620	\$11,757,620	\$0
2013	11,957,778	11,757,620	200,158
2014	24,877,096	11,757,620	13,119,476
2015	53,632,099	11,757,620	41,874,479
2016	91,868,479	11,757,620	80,110,859
2017	171,510,412	11,757,620	159,752,792
2018	206,674,570	11,757,620	194,916,950
2019	257,762,636	11,757,620	246,005,016
2020	303,569,377	11,757,620	291,811,757
2021 (S)	337,199,463	11,757,620	325,441,843
2022	409,703,625	11,757,620	397,946,005
2023	466,603,248	11,757,620	454,845,628
2024	510,529,213	11,757,620	498,771,593

- 5.) The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the municipality and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

Since Tax Year 2008, the City of Sugar Land has deposited \$4,928,667 in the Zone. Fort Bend County has deposited \$5,770,413 since Tax Year 2013. Collectively, \$10,699,080 has been deposited from all taxing jurisdictions.

TABLE D: Tax Increments Received by Participating Entities			
Tax Year	City Taxes	County Taxes	Total Taxes
2008	\$10,551	N/A	\$10,551
2009	10,564	N/A	10,564
2010	10,576	N/A	10,576
2011	9,304	N/A	9,304
2012	9,508	N/A	9,508
2013	6,349	992	7,341
2014	33,684	41,424	75,108
2015	76,164	101,343	177,507
2016	142,158	176,974	319,132
2017	262,935	361,634	624,569
2018	332,494	420,746	753,240
2019	432,100	533,797	965,897
2020	530,810	634,151	1,164,961
2021	605,052	704,279	1,309,331
2022	723,292	846,129	1,569,421
2023	807,290	924,163	1,731,453
2024	925,836	1,024,781	1,950,617
Grand Total	\$4,928,667	\$5,770,413	\$10,699,080

This report is certified by:

ShaLae Steadman, Director of Budget
City of Sugar Land, Texas

Devon Rodriguez, Director of Redevelopment
City of Sugar Land, Texas



City Council Agenda Request January 6, 2026

Agenda Request No: VI.J.

Agenda of: City Council Meeting

Initiated by: Colby Millenbruch, Business Recruitment Manager

Presented by: Colby Millenbruch, Business Recruitment Manager

Responsible Department: Economic Development

Agenda Caption:

TAX INCREMENT REINVESTMENT ZONE NO. 4 ANNUAL REPORT

Consideration of and action on the approval of the Tax Increment Reinvestment Zone Number Four Fiscal Year 2025 Annual Report.

Recommended Action:

Approve Tax Increment Reinvestment Zone Number Four Fiscal Year 2025 Annual Report.

Executive Summary:

Chapter 311 of the Texas Tax Code, known as the Tax Increment Financing Act, requires municipalities with tax increment reinvestment zones to provide an annual report each fiscal year to the State Comptroller and the Chief Executive Officer of taxing entities within the zone that levy a property tax. The report includes details on FY25 revenue, expenditures, debt, tax increment base, appraised value, and captured value, as referenced in the state law.

The report was recommended to the City Council for approval by the Tax Increment Reinvestment Zone Number Four Board on December 15, 2025. Staff recommends City Council approval, pursuant to the requirements of the Texas Tax Code. Upon approval, the report will be sent to the necessary taxing entities and the Comptroller.

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. Signed - TIRZ 4 - FY25 - Annual Report1 (1)

Tax Increment Reinvestment Zone
No. Four
Sugar Land, Texas

Annual Report
Fiscal Year Ending September 30, 2025



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CITY OF SUGAR LAND, TEXAS

CITY COUNCIL

As of September 30, 2025

Mayor **Carol McCutcheon**

Council Members **Jim Vonderhaar**

At-Large Position One

Robert Boettcher
At-Large Position Two

Suzanne Whatley
District One

Sanjay Singhal
District Two

Stewart Jacobson
District Three

Rick Miller
District Four

TAX INCREMENT REINVESTMENT ZONE NO. FOUR BOARD OF DIRECTORS

As of September 15, 2025

Position 1	Greg Stirman, Chairman <i>City of Sugar Land Designee</i>
Position 2	Bridget Yeung <i>City of Sugar Land Designee</i>
Position 3	Cynthia Knox <i>City of Sugar Land Designee</i>
Position 4	Rick Miller <i>City of Sugar Land Designee</i>
Position 5	Marcelo Moacyr <i>Fort Bend County Designee</i>
Position 6	Pamela Gubbels <i>Fort Bend County Drainage District Designee</i>
Position 7	Vacant <i>Position reserved for Municipal Utility District No. 137 Designee Mike Thelen pending District approval of Participation Agreement</i>
Position 8	Jennifer Raymond, Vice Chair <i>Municipal Utility District No. 138 Designee</i>
Position 9	Terrie Gornet, Secretary <i>Municipal Utility District No. 139 Designee</i>

Duties & Responsibilities: The Board of the Tax Increment Reinvestment Zone Number Four (TIRZ No. 4) has all of the duties and powers authorized by the Tax Increment Financing Act (Chapter 311, Tax Code) and delegated by Ordinance No. 1768 and 1807. This authority includes preparing and recommending to the City Council for its approval the Final Project Plan and Plan of Finance, statutorily required annual reports, annual budgets, and annual financial statements.

Membership: The Board is comprised of a maximum of nine directors each serving two-year terms with the chairman selected from within the membership by the Sugar Land City Council for a one-year period. Of the possible nine directors, four are appointed by the Sugar Land City Council. Positions 5 and 6 are designees of Fort Bend County and the Fort Bend County Drainage District, while Fort Bend County Municipal Utility District (MUD) Nos. 137, 138 and 139 have appointed members to Position 7, 8 and 9,

respectively. However, MUD No. 137 has not formally agreed to participate in the Zone, hence the position is not currently occupied.

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), Reinvestment Zone Number Four, City of Sugar Land, Texas was established by Ordinance No. 1768 of the City Council of the City of Sugar Land, Texas on December 15, 2009 and amended by Ordinance No. 1807 on December 7, 2010. The Zone encompasses approximately 698 acres within the City of Sugar Land, Texas. Located at the U.S. Highway 59 - University Boulevard interchange, the Zone is wholly within Fort Bend County and Fort Bend County Levee Improvement District No. 17. Portions of the Zone are located within Fort Bend County MUD Nos. 137, 138 and 139.

PURPOSE OF ZONE

The Zone has been created for a term of 30 years for the purpose of financing public improvements and facilities necessary to support development of employment, commercial, cultural arts, and entertainment districts within a mixed use center.

STATE OF THE ZONE IN FISCAL YEAR 2025

- 1.) The information provided in this section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone for Fiscal Year 2025. The bottom line displays all revenues earned for TIRZ No. 4.

The City of Sugar Land created TIRZ No. 4 in December 2009, establishing a base year in Tax Year 2009. The City has decided to participate in the Zone at 50% of its ad valorem tax rate. The City's tax increment revenue in Fiscal Year 2025 is calculated based on a tax rate of \$0.353210 per \$100 of taxable value. Fort Bend County MUD No. 138 and 139 elected to participate in the Zone in 2011, yet each agreed in a participation agreement to set a base value on the year the Zone was created, Tax Year 2009. Each municipal utility district has decided to participate at 50% of the City's ad valorem tax rate. Fort Bend County and the Fort Bend County Drainage District agreed to participate in the Zone in December 2013, establishing a base year in Tax Year 2013. The County and Drainage District have elected to participate in Zone at the following schedule:

- 2014-2029: 50% of the County tax increment
- 2030-2034: 30% of the County tax increment
- 2035-2039: 20% of the County tax increment

The County's tax increment revenue in Fiscal Year 2025 (Tax Year 2024), is calculated based on a tax rate of \$0.412000 per \$100 of taxable value. The Drainage District's tax increment venue in Fiscal Year 2025 is calculated based on a tax rate of \$0.010000 per \$100 of taxable value.

Revenue collected from each participating tax unit during Fiscal Year 2025 appears in Table A. Additional revenue in the TIRZ includes \$452,905 in interest income received during Fiscal Year 2025.

TABLE A: Amount and Source of Revenue*	
Incremental Taxes	
City of Sugar Land	\$557,565
Fort Bend County General & Drainage	483,887
Fort Bend County Municipal Utility District No. 138	327,272
Fort Bend County Municipal Utility District No. 139	86,769
Interest Income	452,905
Total Revenues – Fiscal Year 2025	\$1,908,398

**all numbers are actuals as of 11/11/25 (unaudited)*

- 2.) The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax

Code, which requires inclusion of the amount and purpose of expenditures from the tax increment fund for Fiscal Year 2025; the bottom line sums all expenditures from TIRZ No.4.

In Fiscal Year 2025, the Zone incurred expenditures related to legal and administrative services as detailed below in Table B.

TABLE B: Amount and Purpose of Expenditures*	
Professional Services – Administrative	\$ 16,433
Professional Services - Legal	-
Total Expenditures – Fiscal Year 2025	\$ 16,433

all numbers are actuals as of 11/11/25 (unaudited)

- 3.) The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.**

To date, the Zone has not issued bonds and does not have prior outstanding bond indebtedness.

- 4.) The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.**

In each year subsequent to the base year, the Zone receives tax increment revenue from ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone. The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less each participating taxing unit's tax increment base value.

The City of Sugar Land's base value for TIRZ No. 4 was set in Tax Year 2009 at \$21,523,297. Fort Bend County MUD No. 138 and No. 139 each agreed to participate in the Zone in Tax Year 2011, though a contractual base value was set using 2009 values at \$10,527,513 for MUD No. 138 and \$10,970,488 for MUD No. 139. The Fort Bend County and Fort Bend County Drainage District base value is set in Tax Year 2013 at \$72,152,791. The following charts reflect the total appraised value, base value, and captured value for each participating tax entity for each tax year.

TABLE C-1: City of Sugar Land Appraised, Base and Captured Taxable Value			
Tax Year	Total Appraised Value	Base Value	Captured Value
2009 (Base)	\$21,523,297	\$21,523,297	\$0
2010	22,232,860	21,523,297	709,563
2011	22,225,720	21,523,297	702,423
2012	22,326,287	21,523,297	802,990
2013	66,791,901	21,523,297	45,268,605
2014	118,074,035	21,523,297	96,550,738
2015	139,794,161	21,523,297	118,270,864
2016	154,772,163	21,523,297	133,248,866
2017	180,856,214	21,523,297	159,332,917
2018	203,236,311	21,523,297	181,713,014
2019	229,468,446	21,523,297	207,945,149
2020	248,310,120	21,523,297	226,786,823
2021(S)	243,786,765	21,523,297	222,263,468
2022	318,672,568	21,523,297	297,149,271
2023	350,469,694	21,523,297	328,946,397
2024	366,060,368	21,523,297	344,537,071

TABLE C-2: Fort Bend County Municipal Utility District No. 138 Appraised, Base and Captured Taxable Value *			
Tax Year	Total Appraised Value	Base Value	Captured Value
2013	\$24,101,588	\$10,527,513	\$13,574,075
2014	50,993,910	10,527,513	40,466,397
2015	76,727,570	10,527,513	66,200,057
2016	88,928,700	10,527,513	78,401,187
2017	102,306,915	10,527,513	91,779,402
2018	131,954,283	10,527,513	121,426,770
2019	145,557,733	10,527,513	135,030,220
2020	153,207,892	10,527,513	142,680,379
2021(S)	183,014,311	10,527,513	172,486,798
2022	188,121,339	10,527,513	177,593,826
2023	211,714,912	10,527,513	201,187,399
2024	212,357,121	10,527,513	201,829,608

TABLE C-3: Fort Bend County Municipal Utility District No. 139 Appraised, Base and Captured Taxable Value *			
Tax Year	Total Appraised Value	Base Value	Captured Value
2013	\$32,329,220	\$10,970,488	\$21,358,732
2014	55,924,260	10,970,488	44,953,772
2015	60,448,820	10,970,488	49,478,332

2016	61,104,000	10,970,488	50,133,512
2017	63,683,450	10,970,488	52,712,962
2018	58,881,880	10,970,488	47,911,392
2019	59,957,150	10,970,488	48,986,662
2020	58,479,160	10,970,488	47,508,672
2021(S)	64,814,510	10,970,488	53,844,022
2022	54,694,280	10,970,488	43,723,792
2023	74,527,127	10,970,488	63,556,639
2024	72,602,401	10,970,488	61,631,913

TABLE C-4: Fort Bend County and Drainage District Appraised, Base and Captured Taxable Value			
Tax Year	Total Appraised Value	Base Value	Captured Value
2013 (Base)	\$72,152,791	\$72,152,791	\$0
2014	118,074,035	72,152,791	45,921,244
2015	134,099,370	72,152,791	61,946,579
2016	147,851,492	72,152,791	75,698,701
2017	173,727,922	72,152,791	101,575,131
2018	196,885,187	72,152,791	124,732,396
2019	222,825,776	72,152,791	150,672,985
2020	241,625,253	72,152,791	169,472,462
2021(S)	234,920,238	72,152,791	162,767,447
2022	312,728,758	72,152,791	240,575,967
2023	348,340,989	72,152,791	276,188,198
2024	360,886,470	72,152,791	288,733,679

*MUD No. 138 and MUD No. 139 realized positive captured value beginning in Tax Year 2013, therefore only those years are shown above.

5.) The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the municipality and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

Since Tax Year 2010, the City of Sugar Land has deposited \$3,834,698 in the Zone. Fort Bend County MUD No. 138 has deposited \$2,261,383 since Tax Year 2013, and Fort Bend County MUD No. 139 has deposited \$783,937 over the same time. Beginning in Tax Year 2014, Fort Bend County and Fort Bend County Drainage District deposited \$3,601,677 and \$122,479 into the Zone, respectively. A cumulative total of \$10,604,174 has been deposited over the life of the Zone from all participating jurisdictions.

Table D: Tax Increments Received from Participating Entities

Tax Year	City of Sugar Land	Fort Bend County	County Drainage District	MUD 138	MUD 139	Total
2010	\$1,064	-	-	-	-	\$1,064
2011	1,062	-	-	-	-	1,062
2012	1,240	-	-	-	-	1,240
2013	69,929	-	-	\$20,969	\$32,994	123,892
2014	149,620	\$151,459	\$7,048	55,573	71,016	434,716
2015	173,116	144,026	6,504	104,580	78,163	506,389
2016	209,375	173,350	6,056	123,854	79,198	591,833
2017	230,689	232,791	8,222	141,912	83,955	697,569
2018	263,515	244,213	10,427	174,770	52,554	745,479
2019	362,309	350,666	12,065	227,273	55,589	1,007,902
2020	391,592	359,333	14,288	242,082	53,706	1,061,001
2021	388,713	364,832	12,070	250,541	45,032	1,061,188
2022	476,211	474,738	16,201	271,603	51,767	1,290,520
2023	552,335	562,859	16,408	327,442	71,662	1,530,706
2024	563,928	543,410	13,190	320,784	108,301	1,549,613
Grand Total	\$3,834,698	\$3,601,677	\$122,479	\$2,261,383	\$783,937	\$10,604,174

This report is certified by:

ShaLae Steadman, Director of Budget

A handwritten signature in blue ink that reads "Elizabeth Huff". The signature is written in a cursive, flowing style.

Elizabeth Huff, Director of Economic Development and Tourism



City Council Agenda Request

January 6, 2026

Agenda Request No: VI.K.

Agenda of: City Council Meeting

Initiated by: Meredith Riede, City Attorney

Presented by: Meredith Riede, City Attorney

Responsible Department: Legal

Agenda Caption:

CONSENT TO FORT BEND CENTRAL APPRAISAL DISTRICT

Consideration of and action on a Resolution consenting to the Fort Bend County Appraisal District's purchase of real property within the City of Sugar Land.

Recommended Action:

Executive Summary:

Summary:

Texas Property Tax Code Section 6.051 requires an appraisal district to obtain approval from at least three-fourths of the governing bodies of the taxing units entitled to vote on the appointment of board members prior to purchasing, leasing, or constructing improvements necessary to establish and operate an appraisal office.

The Fort Bend Central Appraisal District Board of Directors is requesting approval from the City for the purchase of Sugar Creek Tower I, located at 13135 Dairy Ashford, Sugar Land, Texas 77479. The proposed purchase price is **\$16,737,500**, with an additional **\$9,000,000** in construction and renovation costs, for a total project cost of **\$25,737,500**.

Budget

Expenditure Required: NA

Current Budget: NA

Additional Funding: NA

Funding Source: NA

Account Number (ORG-OBJ-Project): NA

Attachments

1. FBCAD Land Purchase Resolution



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600

Phone (281) 344-8623 | www.fbcad.org

November 20, 2025

City of Sugar Land
Carol McCutcheon, Mayor
2700 Town Center Blvd. N.
Sugar Land, TX 77479

To Whom It May Concern,

Fort Bend County is one of the fastest growing counties in Texas and the United States. As our county grows, the responsibility for the Fort Bend Central Appraisal District (FBCAD) to adhere to statutory deadlines and responsibilities and meet the needs of a growing populace while also providing excellent service also grows. Addressing this existential question has been FBCAD's top priority over the previous years.

The trend of an increase in workload volume remains steady and continues to be more complex in an ever-changing legal environment. The agency has seen a consistent increase in new accounts created, which results in a higher volume of appraisal valuation and appeals activities. These necessitate additional staffing and contribute to greater operational challenges. The combination of these factors limits the efficiency of our operations, impairs our ability to fulfill our statutory obligations, and inhibits our capacity to serve the public.

The growth of the appraisal district directly correlates to the growth of Fort Bend County. As the local population increases, so does our need to increase the size of staff and services to meet the needs of the property owners and our customers. Additionally, the Appraisal Review Board (ARB) must also scale to meet their legal requirements regarding the approval of the appraisal records. We sought to address this problem with portable buildings installed on our property, which quickly became clear as an ineffective long-term strategy.

Over the past few years, it has become increasingly evident that the current facility no longer meets our operational, logistical, and strategic needs. The current facility is operating at capacity, creating bottlenecks in production and administrative operations. Additionally, the lack of adequate employee work areas, space for meetings, and property owner-facing functions impacts internal operations, as well as interactions with stakeholders and property owners.

This organization and its Board of Directors are committed to building an appraisal district that provides excellent mass appraisals and quality customer services, leverages technology to

improve efficiency and accuracy, and continues to improve our outreach and public education, while meeting the challenges of a rapidly growing county. The clearest, long-term solution to fulfill this commitment and meet our statutory requirements is to acquire facilities to grow into as Fort Bend County grows.

The decision to pursue a new facility came after a long and exhaustive due diligence process, which included spatial analysis by a third-party firm, RDLR Architects. The report from the architects indicated that FBCAD outgrew its current facilities years ago and needs larger facilities to serve the needs of a high-growth populace. After extensive evaluation of various options to address the growing need for additional workspace and ensure continued support for the Appraisal Review Board's operations, the Board of Directors of the Fort Bend Appraisal District determined the most effective solution is to purchase the Sugar Creek Tower I property located at 13135 Dairy Ashford Road, Sugar Land, Texas 77478. This property is well-located in Fort Bend County, with improved access to property owners and the public. The total purchase price for the property is \$16,737,500. This transaction includes the entirety of Tower 1 and the adjacent parking garage. The District also expects to spend approximately \$9,000,000 on construction and renovation of the existing space. Detailed information on the options that were evaluated, along with the associated costs, is enclosed with this packet.

Please note, FBCAD's current budget includes funds for this transaction. The FBCAD Board of Directors supports this initiative and is committed to ensuring the appropriate level of funding is carried in future budgets. Investing in a larger facility is a strategic move that will position the organization for continued success, greater capacity, and long-term sustainability.

Please feel free to contact me if you have any questions or need additional information. My direct line is (281) 633-4179 and my email address is jordanwise@fbcad.org.

Sincerely,



Jordan T. Wise, RPA, CTA, CCA
Chief Appraiser



FORT BEND CENTRAL APPRAISAL DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS FOR THE FORT BEND CENTRAL APPRAISAL DISTRICT NOVEMBER 18, 2025

WHEREAS, Section 6.051 of the Texas Tax Code authorizes the Board of Directors of an appraisal district to purchase real property and improvements as necessary to establish and operate the appraisal office; and

WHEREAS, the Board of Directors of the Fort Bend Central Appraisal District will notify the presiding officer of each governing body entitled to vote on the approval to purchase property which is situated in Fort Bend County; and

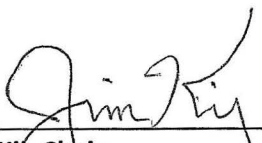
WHEREAS, Texas Property Tax Code, Section 6.051(a), allows for the purchase, lease, and construction of improvements as necessary to establish and operate the appraisal office and Section 6.051(b) states that this action must be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members;

NOW THEREFORE BE IT RESOLVED by the Fort Bend Central Appraisal District Board of Directors the desire to seek approval to purchase the property located at 13135 Dairy Ashford, Sugar Land, Texas 77479, commonly known as Sugar Creek Tower I, for a purchase price of Sixteen Million Seven Hundred Thirty-Seven Thousand and Five Hundred Dollars, \$16,737,500, plus additional amounts for construction and renovation at a cost of approximately \$9,000,000.

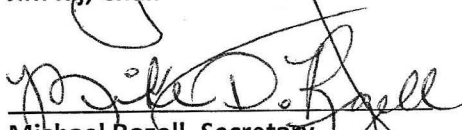
NOW THEREFORE BE IT FURTHER RESOLVED that the Chief Appraiser be and is hereby authorized to negotiate the final terms of the Agreement and related financing documents with the winning proposer and to execute all such documents on behalf of the District.

That it is officially found and determined that this meeting was open to the public as required by law, and the notice of the time, place and subject matter of this meeting has been posted in the manner required by law.

ADOPTED this the 18th day of November 2025.



Jim Kij, Chair



Michael Rozell, Secretary

RESOLUTION

APPROVAL OF FORT BEND CENTRAL APPRAISAL DISTRICT REAL ESTATE ACQUISITION

WHEREAS, Fort Bend Central Appraisal District has demonstrated the need for additional office workspace to maintain the appraisal office and to meet the growing demand for appraisal services and statutory duties; and

WHEREAS, the Board of Directors of the Fort Bend Central Appraisal District proposed and authorized the purchase of real estate located at 13135 Dairy Ashford Road for future expansion of the District's facilities, pursuant to Texas Property Tax Code Section 6.051; and

WHEREAS, Texas Property Tax Code Section 6.051 requires the acquisition or conveyance of real property by an appraisal district be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members; and

WHEREAS, purchase of the proposed real estate offers the most effective solution to provide the Fort Bend Central Appraisal District with the additional office space needed to house additional staff and service the taxing entities and the taxpayers of Fort Bend County;

NOW, THEREFORE BE IT RESOLVED that _____
approves the Fort Bend Central Appraisal District purchase of the real estate located at 13135 Dairy Ashford Road, Sugar Land, TX in the amount of \$16,737,500, plus additional amounts for construction and renovation of approximately \$9,000,000 for use of expanding the existing office facilities.

Passed and approved by _____
on the _____ day of _____, 2025.

By: _____

Attest:

By: _____

Site Options: Current Location

FORT BEND CENTRAL APPRAISAL DISTRICT



Legend

- Site access
- Generator and lift station
- Detention Pond
- Parking Area
- New Building
- Outdoor staff space
- Building access

SITE DIMENSION: 740' x 480'

AREA: 355,200 SF - 8.15 Acres

REQUIRED PARKING: 200,000 SF

OVERALL COST: \$67,992,668 USD

Site Options: Vacant Building

CONCEPTUAL ESTIMATE - IN10 CONSULTING, LLC



This project involves the renovation of the interior of an existing two-story building, with a total area of 150,000 square feet, designated as office/flex space, featuring 75,000-square-foot floor plates. The building, dating back to 2001, is located on a 10.65-acre fenced and landscaped site within the "deed restricted" Sugar Land Business Park. The renovation of the building has been considered with very limited site development and structural and envelope rework, except for replacing the roof and filling in the skylight area with a flat roof.

TOTAL RENOVATION COST + MARKUPS: \$44.5M

HIGH RANGE: \$48.9M

LOW RANGE: \$42.3M

TOTAL LAND COST + RENOVATION COST + MARKUPS: \$54.5M

Site Options: Vacant Tracts

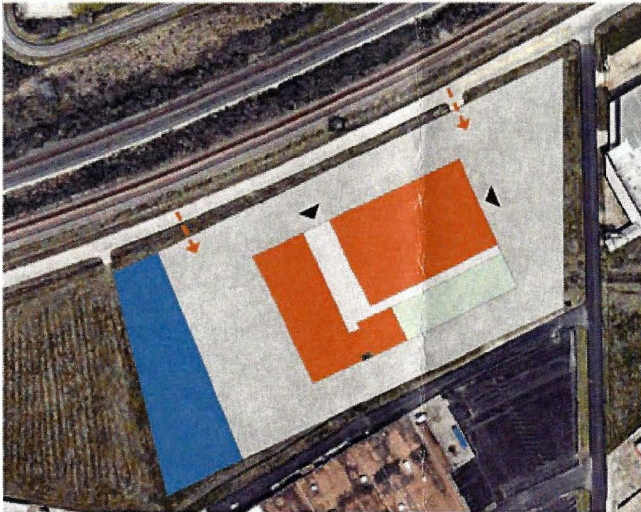
Option 1

OLD RICHMOND RD - 9.15 Acres of Commercial Land

Location : 3456-3594 Old Richmond Rd

Land Cost: \$1,350,000 USD

OVERALL COST: \$68,283,784 USD



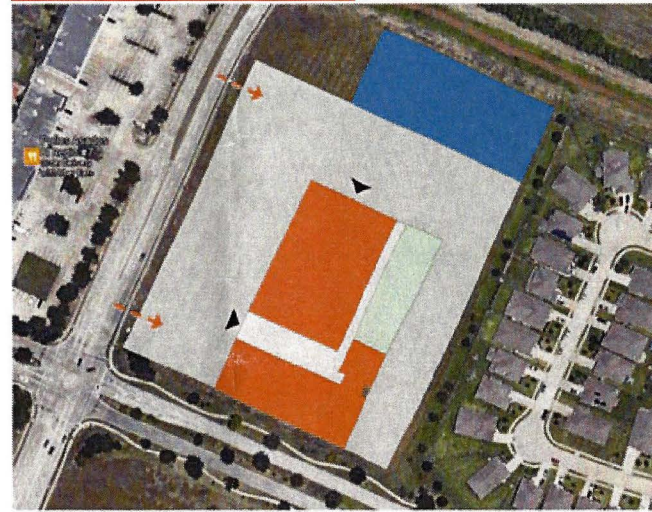
Option 2

TOWN CENTER BLVD - 10 Acres of Commercial Land

Location : FM 2218 & Town Center Blvd

Land Cost: \$16PSF - \$6,969,600 USD

OVERALL COST: \$73,903,384 USD



Site Options: Vacant Tracts (cont.)

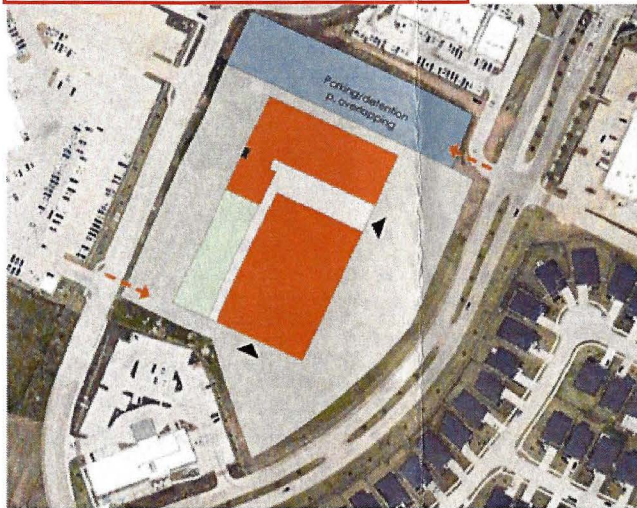
Option 3

6740 READING ROAD - 8.9 Acres of Commercial Land

Location : 6740 Reading Road - Hwy. 59 / Reading Road

Land Cost: unknown

OVERALL COST: \$ 66,933,784 USD + Land Cost



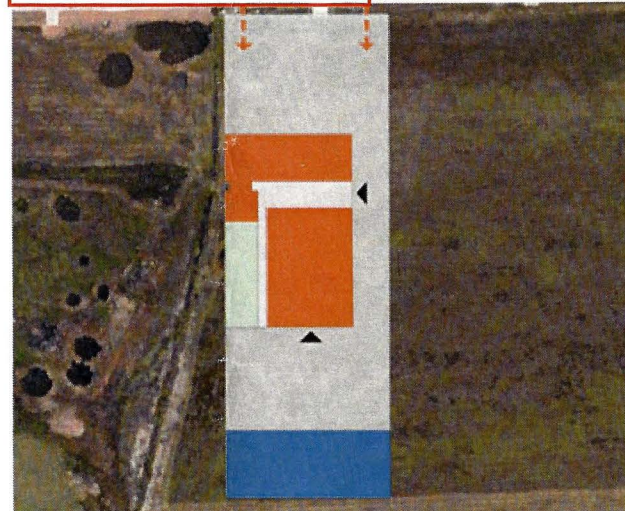
Option 4

SEABOURNE CREEK CENTER - 9 Acres of Commercial Land

Location : US 59 & Hwy 36 - Seabourne Creek Center

Land Cost: \$10PSF - \$4,356,000 USD

OVERALL COST: \$ 71,289,784 USD



Site Options: Vacant Tracts

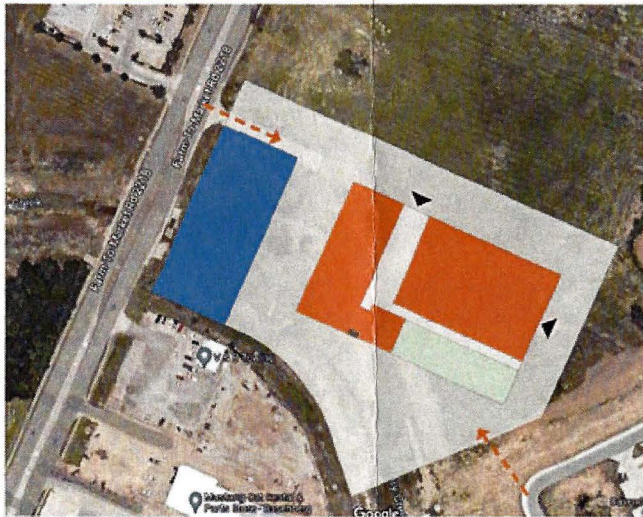
Option 5

VILLAGE CROSSING - 10 Acres of Commercial Land

Location : Highway 59 & FM 2218 - Village Crossing

Land Cost: \$9PSF - \$3,920,400 USD

OVERALL COST: \$ 70,854,184 USD



Comparable Property Analysis

Property Name	Property Address	City	Property Type	Year Built	Building Class	RBA	Total Available Space (SF)	Rent/SF/Yr	For Sale Status	Percent Leased
Commerce Green One	14090 Southwest Fwy	Sugar Land	Office	2000	B	111,130	11,106	\$17.00	N	98.59
Sugar Land Medical Plaza	1327 Lake Pointe Pky	Sugar Land	Office	2008	A	120,596	10,060	\$22.00	N	91.66
4800 Sugar Grove	4800 Sugar Grove Blvd	Stafford	Office	1982	B	123,570	27,251	\$22.50	N	77.95
Imperial Medical Center	1111-1211 Highway 6	Sugar Land	Office	1983	B	129,819	31,997	\$25.20 - 30.80 (Est.)	N	77.22
77 Sugar Creek	77 Sugar Creek Center Blvd	Sugar Land	Office	1998	A	143,410	21,210	\$22.00	N	94.67
Sugar Creek Place I	14100 Southwest Fwy	Sugar Land	Office	1998	A	151,772	67,119	\$25.20 - 30.80 (Est.)	N	55.78
The Plaza Building	2277 Plaza Dr	Sugar Land	Office	2006	A	153,036	18,891	\$15.00 - 25.50	N	90.32
12808 Airport Holdings LP	12808 W Airport Blvd	Sugar Land	Office	1984	B	155,243	21,472	\$18.50	N	88.78
Imperial Plaza	3 Sugar Creek Center Blvd	Sugar Land	Office	2008	A	165,146	49,327	\$21.00	N	73.16
Sugar Land Business Park	1410 Gillingham Ln	Sugar Land	Office	2000	B	178,500	-	\$22.00 - \$27.00 NNN	N	100.00
LCFRE Sugar Land Town Square	2150 Town Square Pl	Sugar Land	Office	2008	A	185,000	61,101	\$25.50	N	66.97
The Atrium Bldg	10701 Corporate Dr	Stafford	Office	1981	B	187,208	11,039	\$19.50 - 21.00	N	94.57
The Texas Drive Building	2245 Texas Dr	Sugar Land	Office	2009	A	194,593	70,187	\$23.00 - 25.50	N	79.73
Sugar Creek Tower I	13135 Dairy Ashford Rd	Sugar Land	Office	2000	A	206,546	167,904	\$28.80 - 35.20 (Est.)	Y	18.71
Sugar Creek Tower II	13131 Dairy Ashford Rd	Sugar Land	Office	2009	A	206,732	47,699	\$27.00 - 33.00 (Est.)	N	80.93
Comerica Office Tower	1 Sugar Creek Center Blvd	Sugar Land	Office	1983	A	208,552	82,740	\$12.00 - 22.00	N	68.72



City Council Agenda Request January 6, 2026

Agenda Request No: VI.L.

Agenda of: City Council Meeting

Initiated by: Larysa Chiski, Senior Police Finance Manager

Presented by: Jesse Huang, Police Captain

Responsible Department: Police

Agenda Caption:

CONTRACT WITH AXON ENTERPRISES, INC.

Consideration of and action on authorization of the purchase of a 29-month real-time crime center software subscription and two autonomous drones in the amount of \$593,974.04 from AXON Enterprises, Inc. via BuyBoard Contract # 743-24.

Recommended Action:

The Police Department recommends that the City Council authorize the contract with AXON Enterprises, Inc. for the purchase of the Real-Time Crime Center software and two AXON autonomous drones in the amount of \$593,974.04 via BuyBoard Contract # 743-24.

Executive Summary:

The Police Department requests the City Council Authorization to approve the purchase of the autonomous drone technology and real-time crime center software. Following the research and evaluation process conducted by staff, products from AXON Enterprises, Inc. have been selected for this purchase.

Skydio DFR (Drone as a First Responder) autonomously deploys drones throughout the city, allowing officers to have an aerial look at the scene faster than an officer can physically arrive. This reduces response times as well as increasing safety for the public and first responders. Having accurate aerial intelligence quickly allows a more efficient allocation of resources as Police can scale the response up or down accordingly.

FUSUS is a real-time crime center that integrates all of our different live video streams into one platform. Every Officer's Axon body, vehicle dash camera and DFR drone feed will be displayed on a live map. FUSUS can also unify the City's streets and parks camera systems. Schools, shopping malls and citizen's doorbell cameras can also be linked if they're willing to participate, allowing all video data into one dashboard.

This purchase is funded by available Law Enforcement State Seizure Funds, and FY26 payment

is included in the FY26 budget. Cooperative purchasing has been selected as a procurement method via BuyBoard Contract # 743-24.

The Police Department recommends that the City Council authorize the purchase of a 29-month real-time crime center software subscription and two autonomous drones in the amount of \$593,974.04 from AXON Enterprises, Inc. via BuyBoard Contract # 743-24.

Budget

Expenditure Required: \$197,991.34 - FY26 payment

Current Budget: \$197,991.34 - FY26 budget

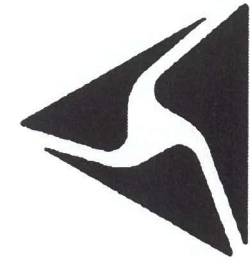
Additional Funding: n/a

Funding Source: State Seizure Funds

Account Number (ORG-OBJ-Project): 2127199-541055

Attachments

1. Sugar Land New Quote - Axon Signed
2. 1.7 Axon Enterprises Contract - FINAL, R1 - Sugar Land PD (TX) - Signed First Page



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-707294-45999MA

Issued: 12/08/2025

Quote Expiration: 01/09/2026

Estimated Contract Start Date: 03/01/2026

Account Number: 209609

Payment Terms: N30

Delivery Method:

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Sugar Land Police Dept. - TX 1200 Highway 6 Sugar Land, TX 77478-4903 USA	Sugar Land Police Dept. - TX PO Box 110 Sugar Land TX 77487-0110 USA Email:	Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Jesse Huang Phone: (281) 275-2606 Email: jhuang@sugarlandtx.gov Fax: (281) 275-2645

Quote Summary

Program Length	29 Months
TOTAL COST	\$593,974.04
ESTIMATED TOTAL W/ TAX	\$593,974.04

Discount Summary

Average Savings Per Year	\$80,531.27
TOTAL SAVINGS	\$194,617.24

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$197,991.34	\$0.00	\$197,991.34
Oct 2026	\$197,991.35	\$0.00	\$197,991.35
Oct 2027	\$197,991.35	\$0.00	\$197,991.35
Total	\$593,974.04	\$0.00	\$593,974.04

Quote List Price: \$788,591.28
Quote Subtotal: \$593,974.04

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AXON FUSUS PRO PLUS BUNDLE								
101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	29m	225	\$417.60	\$302.20	\$67,995.00	\$0.00	\$67,995.00
101706	AXON FUSUS - LICENSE - PRO+ USER	29m	176	\$1,342.41	\$857.81	\$150,974.56	\$0.00	\$150,974.56
BUNDLE - AXON AIR DFR SINGLE DOCK								
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	29m	2	\$900.74	\$900.74	\$1,801.48	\$0.00	\$1,801.48
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION		1	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	29m	2	\$4,108.43	\$4,108.43	\$8,216.86	\$0.00	\$8,216.86
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR		2	\$5,249.00	\$5,249.00	\$10,498.00	\$0.00	\$10,498.00
101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING		1	\$46,250.00	\$46,250.00	\$46,250.00	\$0.00	\$46,250.00
101199	AXON AIR - SKYDIO DFR COMMAND	29m	2	\$24,070.00	\$24,070.00	\$48,140.00	\$0.00	\$48,140.00
102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	29m	2	\$34,800.00	\$34,800.00	\$69,600.00	\$0.00	\$69,600.00
101736	AXON AIR - SKYDIO X10 DOCK HW KIT		2	\$57,744.00	\$57,744.00	\$115,488.00	\$0.00	\$115,488.00
Individual Items								
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	22m	11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD		11	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	22m	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101408	AXON FUSUS - CORE - CAD		1	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+		1	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	29m	2	\$4,108.43	\$1,027.11	\$2,054.22	\$0.00	\$2,054.22
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	29m	8	\$900.74	\$900.74	\$7,205.92	\$0.00	\$7,205.92
101250	AXON AIR - SKYDIO PARACHUTE FOR X10		2	\$4,000.00	\$4,000.00	\$8,000.00	\$0.00	\$8,000.00
100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY		1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING		1	\$35,250.00	\$35,250.00	\$35,250.00	\$0.00	\$35,250.00
Total						\$593,974.04	\$0.00	\$593,974.04

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	10/01/2025
BUNDLE - AXON AIR DFR SINGLE DOCK	101736	AXON AIR - SKYDIO X10 DOCK HW KIT	2	1	02/01/2026
A la Carte	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	2	1	02/01/2026
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	11	1	02/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON FUSUS PRO PLUS BUNDLE	101706	AXON FUSUS - LICENSE - PRO+ USER	176	03/01/2026	07/31/2028
AXON FUSUS PRO PLUS BUNDLE	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	03/01/2026	07/31/2028
BUNDLE - AXON AIR DFR SINGLE DOCK	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	03/01/2026	07/31/2028
BUNDLE - AXON AIR DFR SINGLE DOCK	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	03/01/2026	07/31/2028
BUNDLE - AXON AIR DFR SINGLE DOCK	101199	AXON AIR - SKYDIO DFR COMMAND	2	03/01/2026	07/31/2028
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	03/01/2026	07/31/2028
A la Carte	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	03/01/2026	07/31/2028

Services

Bundle	Item	Description	QTY
BUNDLE - AXON AIR DFR SINGLE DOCK	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1
BUNDLE - AXON AIR DFR SINGLE DOCK	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	2
BUNDLE - AXON AIR DFR SINGLE DOCK	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
A la Carte	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1
A la Carte	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1
A la Carte	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON AIR DFR SINGLE DOCK	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	2		
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	11	10/01/2026	07/31/2028
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/01/2026	07/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1200 Highway 6	Sugar Land	TX	77478-4903	USA

Payment Details

Feb 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$2,401.97	\$0.00 \$2,401.97
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$600.49	\$0.00 \$600.49
Year 1	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	\$2,738.95	\$0.00 \$2,738.95
Year 1	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	\$684.74	\$0.00 \$684.74
Year 1	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$6,666.67	\$0.00 \$6,666.67
Year 1	101199	AXON AIR - SKYDIO DFR COMMAND	2	\$16,046.67	\$0.00 \$16,046.67
Year 1	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	2	\$2,666.67	\$0.00 \$2,666.67
Year 1	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	11	\$0.00	\$0.00 \$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00 \$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	11	\$0.00	\$0.00 \$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00 \$0.00
Year 1	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	\$11,750.00	\$0.00 \$11,750.00
Year 1	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	\$15,416.67	\$0.00 \$15,416.67
Year 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	2	\$3,499.33	\$0.00 \$3,499.33
Year 1	101706	AXON FUSUS - LICENSE - PRO+ USER	176	\$50,324.85	\$0.00 \$50,324.85
Year 1	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	\$22,665.00	\$0.00 \$22,665.00
Year 1	101736	AXON AIR - SKYDIO X10 DOCK HW KIT	2	\$38,496.00	\$0.00 \$38,496.00
Year 1	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	2	\$23,200.00	\$0.00 \$23,200.00
Year 1	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$833.33	\$0.00 \$833.33
Total				\$197,991.34	\$0.00 \$197,991.34

Mar 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Invoice Upon Fulfillment	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1	\$0.00	\$0.00 \$0.00
Total				\$0.00	\$0.00 \$0.00

Oct 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$600.49	\$0.00 \$600.49
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$2,401.97	\$0.00 \$2,401.97
Year 2	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	\$684.74	\$0.00 \$684.74
Year 2	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	\$2,738.95	\$0.00 \$2,738.95
Year 2	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$6,666.67	\$0.00 \$6,666.67
Year 2	101199	AXON AIR - SKYDIO DFR COMMAND	2	\$16,046.67	\$0.00 \$16,046.67

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	2	\$2,666.67	\$0.00	\$2,666.67
Year 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	11	\$0.00	\$0.00	\$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	11	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	\$11,750.00	\$0.00	\$11,750.00
Year 2	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	\$15,416.67	\$0.00	\$15,416.67
Year 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	2	\$3,499.33	\$0.00	\$3,499.33
Year 2	101706	AXON FUSUS - LICENSE - PRO+ USER	176	\$50,324.86	\$0.00	\$50,324.86
Year 2	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	\$22,665.00	\$0.00	\$22,665.00
Year 2	101736	AXON AIR - SKYDIO X10 DOCK HW KIT	2	\$38,496.00	\$0.00	\$38,496.00
Year 2	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	2	\$23,200.00	\$0.00	\$23,200.00
Year 2	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$833.33	\$0.00	\$833.33
Total				\$197,991.35	\$0.00	\$197,991.35

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	\$600.49	\$0.00	\$600.49
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	8	\$2,401.97	\$0.00	\$2,401.97
Year 3	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	\$2,738.95	\$0.00	\$2,738.95
Year 3	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	2	\$684.74	\$0.00	\$684.74
Year 3	100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	1	\$6,666.67	\$0.00	\$6,666.67
Year 3	101199	AXON AIR - SKYDIO DFR COMMAND	2	\$16,046.67	\$0.00	\$16,046.67
Year 3	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	2	\$2,666.67	\$0.00	\$2,666.67
Year 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	11	\$0.00	\$0.00	\$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	11	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	\$11,750.00	\$0.00	\$11,750.00
Year 3	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	\$15,416.67	\$0.00	\$15,416.67
Year 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	2	\$3,499.33	\$0.00	\$3,499.33
Year 3	101706	AXON FUSUS - LICENSE - PRO+ USER	176	\$50,324.86	\$0.00	\$50,324.86
Year 3	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	\$22,665.00	\$0.00	\$22,665.00
Year 3	101736	AXON AIR - SKYDIO X10 DOCK HW KIT	2	\$38,496.00	\$0.00	\$38,496.00
Year 3	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	2	\$23,200.00	\$0.00	\$23,200.00
Year 3	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$833.33	\$0.00	\$833.33
Total				\$197,991.35	\$0.00	\$197,991.35

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Agency Signature

Date Signed

Signed by: 
56DAEBB131A4424...

12/12/2025 | 1:42 PM MST

Axon Signature

Date Signed



CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
\$100K to \$999,999.99
(Rev. 12-3-25)

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

CITY OF SUGAR LAND

By:

Date:

Title:

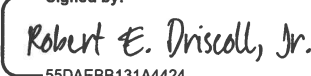
CONTRACTOR:

By:

Date: 12/18/2025 | 3:28 PM MST

Title: Deputy General Counsel

Company: Axon Enterprise, Inc.

Signed by:

55DAEBB131A4424...

MATTER NUMBER: 7879M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: Axon Enterprises, Inc.
17800 N. 85th St.
Scottsdale, AZ 85255

Description of Services: Purchase of AXON Autonomous Drones and Real-Time Crime Center Software (FUSUS).

Maximum Contract Amount: \$593,974.04

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

Services Start Date: March 1, 2026

Termination Date: 29 months from the Services Start Date.

Renewal: This Contract does not renew.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms



City Council Agenda Request

January 6, 2026

Agenda Request No: VI.M.

Agenda of: City Council Meeting

Initiated by: Briana Williams, Assistant Director of Parks & Recreation

Presented by: Briana Williams, Assistant Director of Parks & Recreation

Responsible Department: Parks

Agenda Caption:

SECOND CONSIDERATION: Consideration of and action on: **CITY OF SUGAR LAND ORDINANCE NO. 2379:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMMENDING CHAPTER 5, ARTICLE XIII (SPECIAL EVENTS ORDINANCE).

Recommended Action:

Approval of Ordinance No. 2379, amendment to Chapter 5, Article 13 of the City Code.

Executive Summary:

The purpose of this agenda item is for the City Council to approve Ordinance No. 2379, amending Chapter 5, Article 13 of the City Code.

Background:

The Parks and Recreation Department recently assumed responsibility for permitting all Special Events as well as overseeing the management and operation of the Event Review Committee. As part of this transition, staff have reviewed and streamlined the existing processes to better align with the department's procedures. Accordingly, amendments to the Special Events ordinance and related policies are being recommended.

In 2016, the City adopted Ordinance No. 2065, governing special events within the City of Sugar Land. Since its adoption, the ordinance has been updated to reflect procedural changes related to the application and issuance of special event permits, most recently amended in 2021 through Ordinance No. 2241.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. 1.10 Special Events Ordinance Amendment - Final 12-10-25

ORDINANCE NO. 2379

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING CHAPTER 5, ARTICLE XIII OF THE CODE OF ORDINANCES BY REMOVING THE DEFINITION OF STREET FESTIVAL, AMENDING THE DEFINITION OF STREET EVENT, ADDING A DEFINITION OF EVENT REVIEW COMMITTEE, AMENDING THE EXCEPTIONS, AMENDING THE PERMIT APPLICATION PROCESS, AMENDING PROVISIONS REGARDING PAYMENT FOR CITY SERVICES, ADDING NEW PROVISIONS FOR DEPOSITS, AND REFUNDS, AMENDING PROVISIONS REGARDING THE DENIAL OF A SPECIAL EVENT PERMIT AND APPEALS FROM DENIAL, AND AMENDING THE PROVISIONS FOR TERMINATION OF A SPECIAL EVENT.

WHEREAS, in 2016 the City adopted Ordinance No. 2065, governing special events in the City (the “Special Events Ordinance”); and

WHEREAS, the Council desires to amend the Special Events Ordinance to reflect changes in procedure and process relating to the application and issuance of special event permits; NOW, THEREFORE,

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

Section 1. That Chapter 5, Article XIII, Section 5-501 of the Code of Ordinances is amended to remove the definition of street festival.

Section 2. That Chapter 5, Article XIII, Section 5-501 of the Code of Ordinances is amended to amend the definition of street event to read as follows:

Street event means a planned gathering of persons and property occupying or using one or more streets for a party, celebration, neighborhood gathering, or similar happening that is likely to substantially interfere with the normal use of one or more streets.

Section 3. That Chapter 5, Article XIII, Section 5-501 of the Code of Ordinances is amended to add the following definition:

Event Review Committee means the designated, internal, multi-departmental team responsible for evaluating and coordinating special events that take place within the city. The Event Review Committee ensures that proposed events comply with city ordinances, public safety standards, and logistical requirements. The Event Review Committee reviews event applications, assesses potential community and operational impacts, and provides recommendations or conditions for event approval.

Section 4. That Chapter 5, Article XIII, Section 5-503, subsection (2) is amended to read as follows:

- (2) A special event sponsored and supervised by an Independent School District (ISD) and located at an ISD facility or on ISD property designed and constructed for that use.

Section 5. That Chapter 5, Article XIII, Section 5-503, subsection (4) is amended to read as follows:

- (4) A street event that will have less than 100 participants, whose participants primarily reside or have a business adjacent to the location of the street event, and which is operated in a manner to allow one lane of the street to be open at all times to allow emergency access to lots abutting the closed street.

Section 6. That Chapter 5, Article XIII, Section 5-505, is amended to read as follows:

An applicant seeking a special events permit must file an application with the administrator on the city issued form provided for that purpose and accompanied with the appropriate permit fee. A complete application must be filed not less than 60 calendar days before the first date of the proposed date of the special event. The application must be completed online and submitted by the applicant for the special event and must include at a minimum the following information:

- (1) The name, mailing address, email and telephone number, including cellular, of the applicant seeking to conduct the special event. If it is an entity, local, regional or national headquarters, information shall be provided as well as the name of the individual making application on behalf of such entity, identifying in what capacity and under what authority such person is representing the entity;
- (2) The name, address, email and telephone number, including cellular, of the applicant's employees or agents(s) who will be present and in charge during the entire special event including setup and breakdown, and including the specific day and times such employee(s) or agent(s) will be present;
- (3) A description of activities planned during the special event;
- (4) The number of attendees (including peak attendance and peak time for attendance) expected to attend the special event, including participants and spectators;
- (5) The location, requested date(s) and time of the special event;
- (6) If food or beverages will be served or sold, copies of any licenses or permits issued by the appropriate agencies for such vendors, or if pending agency approval, applications for such licenses or permits;

- (7) A proposed event operating plan in accordance to the location, type, and size of the event. The event operating plan must include a detailed site plan, traffic plan, parking plan, and safety and security plan, if applicable; and
- (8) The applicant must submit the required application processing fee in full at the time of application submission. Applications will not be considered for review until the payment has been received..

Section 7. That Chapter 5, Article XIII, Section 5-508 is retitled and amended to read as follows:

Sec. 5-508. Expedited processing fee, city services fee, cost recovery, deposits, and refunds.

- (a) Expedited processing fee. Applications submitted less than 60 days before the event may be subject to an expedited application processing fee. This fee is in addition to the standard application processing fee and reflects the additional staff time and resources necessary to review and process the application on an accelerated timeline. Submission within this shortened timeframe does not guarantee approval and is subject to the discretion of the Event Review Committee and staff capacity to complete a timely review.
- (b) City services fee. When a special event is foreseen to involve the city's direct costs for providing city services, a city services fee is required. The amount of the fee will be based upon the estimated costs the city will incur arising out of its services attributable to the special event in accordance with this article and with the city's policies. Such costs will be based upon needs directly associated with the special event, and not on the basis of possible disruption, reaction or activities of others. City services fees must be paid to the city within 30 days after the date of the event.
- (b) Cost recovery. When a city services fee was not originally required, or when an unpermitted event resulted in the utilization of city services, the city will bill the permit holder or violator for all city services that were required to be provided as a result of the event. Such payment will be due and payable to the city within 30 days of the date the city services were rendered.
- (c) Refundable Deposit. A refundable deposit is required for all permitted special events held at non-city-owned locations. This deposit is intended to cover non-compliance with the terms of the event permit. City-owned event locations are subject to a separate fee structure and are not covered by this deposit. This deposit may be refunded within 30 days following the event, pending completion of a post-event review by the Event Review Committee. The refund is contingent upon the Event Review Committee's determination that the event was conducted in accordance with all permit requirements and applicable city

ordinances. Partial or full forfeiture of the deposit may occur if the event results in damages, violations, or failure to comply with approved permit conditions.

- (d) Refund. Any violation(s) of an issued special event permit and its conditions will result in fees associated with the violation(s) to be deducted from the deposit on file. If the deposit is expended, the remaining balance will be invoiced to the permit holder and payment must be remitted no less than 30 days after the invoice date.

Section 8. That Chapter 5, Article XIII, Section 5-510, subsection (b) is amended to read as follows:

- (a) Permit denial. The administrator reserves the right to deny the issuance of a permit if one or more of the following exists:
 - (1) The application submitted is not sufficient or complete, is not submitted within the established time frame of 60 calendar days prior to the first date of the proposed event, provides false information, does not comply with this article or a rule adopted hereunder, or was not submitted with the required documents, fees or deposits.
 - (2) The special event will substantially interfere with an event at a city owned venue that was previously planned and scheduled, or substantially interfere with another special event, park event, or other event for which a permit has already been granted, or substantially interfere with the provision of public safety or other city services in support of such other previously-scheduled event or events.
 - (3) The applicant has failed to arrange or provide for adequate parking, trash cleanup, security, medical care or other arrangements to ensure that the special event will be safe, secure and healthful for the participants thereof.
 - (4) The special event will not comply with this article, rules adopted hereunder, rules contained elsewhere in the city's codes, state or federal laws or regulations, or a reasonable condition imposed by the administrator for issuance of a permit.
 - (5) The applicant has held a prior special event for which the applicant failed to comply with a requirement of this article, failed to pay any required fees, charges or deposits, failed to comply with all the conditions of the permit, failed to pay for or remedy damage incurred to public property, created a dangerous condition or situation, failed to comply with reasonable requests of the administrator, or otherwise violated the intent of this article.

- (6) The proposed use would present an unreasonable danger to the health or safety of the applicant or special event attendees.
- (7) The Special Event will have an unmitigatable adverse impact upon residential or business access and traffic circulation in the area in which it is to be conducted; or will have an unmitigatable adverse impact upon the remaining portions of the city and community including unsafe conditions for the general public as to the provision of proper fire, EMS and police services in and around the special event and the city as a whole.
- (8) The proposed use or activity is incompatible with the location requested.
- (9) The applicant fails to receive approval of the required event operating plan.
- (10) The city does not have adequate resources to support the special event.
- (11) The permit was issued in error or in conflict with law.
- (12) Failure of a background check. The city reserves the right to conduct background checks and request references for any event producer, organizer, or applicant seeking a special event permit. In determining whether or not to grant a permit, the city may consider the following factors: (1) a history of non-compliance with city ordinances; (2) previous violations of permit conditions; (3) financial irresponsibility, including but not limited to failure to pay related fees for prior events both inside and outside of the city; (4) public safety concerns; or (5) any other factors deemed detrimental to the public interest, the city may deny the permit application at its discretion.

Section 9. That Chapter 5, Article XIII, Section 5-510, subsection (e) is amended to read as follows:

- (e) Appeals from denial. An applicant may appeal a permit denial by filing a written appeal with the city. The Event Review Committee will conduct an initial review of the appeal and make a recommendation to the city manager. The city manager or designee will review the appeal and provide a final review within five business days after its filing to determine whether the denial meets the standards imposed by this article. The appeal provisions in this section govern over any other conflicting provisions in this Code.

Section 10. That Chapter 5, Article XIII, Section 5-512 is amended to read as follows:

The administrator and/or representatives of the city's fire department, police department, and office of emergency management may require a special event to be immediately shut down if conditions at the special event exist that are perceived to pose a significant threat of harm or damage to the facilities, event staff, volunteers or attendees or if the applicant is not in compliance with all conditions of the special events permit.

Section 11. That any person found guilty of violating this ordinance will be fined not less than \$200.00 and no more than \$500.00 for each offense. Notice of the enactment of this ordinance will be given by publishing the ordinance or its descriptive caption and penalty in the City's official newspaper one time within thirty days of passage.

Section 12. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance will not affect the validity of the remainder of the ordinance.

APPROVED on first consideration on _____, 2025.

ADOPTED on second consideration on _____, 2025.

Carol K. McCutcheon, Mayor

ATTEST:

Linda Mendenhall, City Secretary

APPROVED AS TO FORM:

DAnn Shea Smith



City Council Agenda Request January 6, 2026

Agenda Request No: VI.N.

Agenda of: City Council Meeting

Initiated by: Linda Mendenhall, City Clerk

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

ANIMAL ADVISORY APPOINTMENTS

Consideration of and action on the appointment of Dr. Carolyn Bender, Barbara Willy, Ellen Tarver, Joanne Gonzales, Michael Yaakovian, Ruchika Behal, Marion Nixon, Laura Winters, Carol Hill, Melissa Hobson, and Mark Grothaus, as members for terms expiring September 30, 2026, and appointment of Barbara Willy as Chair for a term expiring September 30, 2026, to the Animal Advisory Board.

Recommended Action:

To appoint Dr. Carolyn Bender, Barbara Wiley, Lauran Winters, Marion Nixon, John Neimand, Ellen Tarver, Susie Hyde, Melissa Hobson, and Mark Grothaus, as members for terms expiring September 30, 2026, to the Animal Advisory Board.

Executive Summary:

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

None



City Council Agenda Request

January 6, 2026

Agenda Request No: VI.O.

Agenda of: City Council Meeting

Initiated by: Nicole Fontenette, Public Meeting Coordinator

Presented by: Carol McCutcheon, Mayor

Responsible Department: Admin

Agenda Caption:

ZONING BOARD OF ADJUSTMENT APPOINTMENTS

Consideration of and action on the appointment of Bing Pang and Pati Calcolice-Hildebrand as alternate members with terms expiring September 30, 2027, to the Zoning Board of Adjustment.

Recommended Action:

Appoint Bing Pang and Pati Calcolice-Hildebrand as alternates to the Zoning Board of Adjustment.

Executive Summary:

Appoint Bing Pang and Pati Calcolice-Hildebrand as alternates to the Zoning Board of Adjustment.

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

January 6, 2026

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Sandra Stroud, Administrative Manager

Presented by: Melissa Hobson, Animal Services Administrator

Responsible Department: Animal Services - Division

Agenda Caption:

ACCEPTANCE OF MONETARY DONATIONS

Consideration of and action on the recognition and acceptance of donations to Sugar Land Animal Services in the amount of \$3,498.00.

Recommended Action:

Recognition and acceptance of donations to Sugar Land Animal Services in the amount of \$3,498.00

Executive Summary:

The Animal Services Department receives donations throughout the year from residents, non-residents, and businesses. In accordance with the City's donations policy, all donations over \$250 require formal acceptance by the City Council. Since the last City Council approval in August 2025, the Animal Services Division has received two donations exceeding \$250, totaling \$1,500.00, as outlined below. Additionally, 25 donations under \$250 have been received, amounting to a total of \$1,998.00

Best Friends Society	\$500.00
Rick Rabourn	\$1,000.00
Total	\$1,500.00

In total, the City has received 27 monetary donations, amounting to \$3,498.00, for Animal Services. The Animal Services Department recommends that the City Council formally accept these donations in the amount of \$3,498.00. These funds will be allocated to the care and adoption of shelter animals, as well as community-wide animal welfare education initiatives.

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

January 6, 2026

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: Maria Barroso, Customer Experience Manager

Presented by: Maria Barroso, Customer Experience Manager, Mitchell Davies, Director of Aviation

Responsible Department: Airport

Agenda Caption:

CONTRACT WITH AVFUEL CORPORATION

Consideration of and action on authorization of a contract with Avfuel Corporation as the Airport's aviation fuel provider, establishing fuel supply and term provisions, and authorizing execution of the contract to support GlobalSelect at Sugar Land Regional Airport upon conclusion of the current Titan Aviation Fuels contract on January 31, 2026, and approving acceptance of associated grant funds.

Recommended Action:

Approve a contract with Avfuel Corporation as the Airport's fuel provider, authorizing execution of a new fuel supply and branding contract to support GlobalSelect at the Sugar Land Regional Airport for a total amount of \$11,000,000.00.

Executive Summary:

Sugar Land Regional Airport conducted a comprehensive review of its aviation fuel provider in preparation for the expiration of its long-standing agreement with Titan Aviation Fuels on January 31, 2026. Given that more than 90% of Airport revenue is tied to fuel sales and aircraft activity, ensuring a stable, cost-effective, and high-quality fuel supply is essential to maintaining operational excellence and aligning with City-wide priorities.

An RFP was issued on September 10, 2025, generating four qualified proposals. A review panel composed of Airport staff, an Economic Development representative, and Purchasing evaluated and scored each submission, ultimately selecting Titan and Avfuel as finalists. After in-person interviews on November 21, 2025, the panel unanimously recommended Avfuel .

Avfuel demonstrated strong industry leadership, competitive pricing, and a seamless transition plan utilizing the same trusted fuel plant and trucking provider currently serving the Airport. While Titan submitted a strong and competitive proposal, Avfuel offers significant long-term

financial advantages and sustained operational and financial benefits, and the Airport seeks City Council approval to accept the associated grant funds and apply them to the Airport Fuel Farm Project (CAP 2502).

Based on these findings, the Airport recommends moving forward with Avfuel as the preferred fuel provider to support long-term stability, service quality, and fiscal stewardship.

Airport staff attended the Finance Audit Committee meeting on November 6, 2025, to present the proposals and the recommendation. For any additional details regarding the incentives the airport is receiving, please refer to the Confidential FYI sent on December 19, 2025.

Budget

Expenditure Required: 11,000,000.00

Current Budget: 16,077,001.00

Additional Funding: N/A

Funding Source: Fuel for Resale

Account Number (ORG-OBJ-Project): 611-9315-531025

Attachments

1. Avfuel Fuel Contract Cover Page - Executed

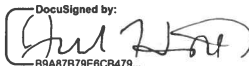
CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
\$1M and Greater
(Rev. 1-16-25)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:  DocuSigned by:
B9A87B79E6CB479...

Date:

Date: 12/17/2025 | 8:53 AM EST

Title:

Title: Executive Vice President

Company: Avfuel Corporation

MATTER NUMBER: 7908M
APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address: Avfuel Corporation
47 West Ellsworth Rd
Ann Arbor, MI 48108

Description of Services: Aviation Fuel Supplier (2025-RFP-058)

Maximum Contract Amount: \$11,000,000 per year

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

Termination Date: Five (5) years from the Effective Date, subject to Sec. III.C.

Renewal: This Contract will automatically renew without further documentation or agreement annually for five (5) 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