



# City of Sugar Land

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## City Council Agenda

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

**Tuesday, May 5, 2026**  
**City Council Meeting**  
**AMENDED**  
**City Council Chambers**  
**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/live/RSa1Amngyl8>. Sugar Land Comcast/Xfinity Cable Subscribers can also tune-in on Channel 16.

### **II. Call to Order**

### **III. Invocation**

Council Member Rick Miller

### **IV. Pledges of Allegiance**

Council Member Rick Miller

### **V. Recognition**

- A. IMBA TRAIL TOWN DESIGNATION AND NATIONAL BIKE MONTH  
**Kimberly Terrell, Director of Parks & Recreation**
- B. ECONOMIC DEVELOPMENT WEEK 2026  
**Michelle McCrimmon, Assistant City Manager**
- C. BUILDING SAFETY MONTH  
**Joshua Doyle, Chief Building Official**

### **VI. Public Comment**

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

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

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

### **VII. 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 April 21, 2026, meeting.  
**Linda Mendenhall, City Clerk**
- B. **CONTRACT WITH PRIME CONTROLS, LP**  
 Consideration of and action on the authorization of a professional services contract with Prime Controls, LP for the SCADA Annual Preventive Maintenance Program, CIP CWA2605, in the amount of \$379,681.19.  
**Danica Mueller, Water Operations Manager**
- C. **LICENSE AGREEMENT AMENDMENT WITH FORT BEND MOUNTAIN BIKE ASSOCIATION**  
 Consideration of and action on the approval of Amendment No. 2 of the License Agreement with Fort Bend Mountain Bike Association for the Use, Enhancement, and Development of the City's Single Track Mountain Bike Trails.  
**Briana Williams, Assistant Director of Parks & Recreation**
- D. **SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2404:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, APPROVING THE UPDATE OF THE AIRPORT RATES AND CHARGES.  
**Mitchell Davies, Director of Aviation**

**VIII. Contracts and Agreements**

- A. **CONTRACT WITH CONSOR NORTH AMERICA, INC.**  
 Consideration of and action on the authorization of the execution of a professional services contract with Consor North America, Inc. for the design of Sugar Land Trail Phase II, CIP CPK2503, in the amount of \$791,576.75.  
**Greg Nichols, Senior Project Manager**

**IX. City Council and City Manager Reports**

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

**X. Adjournment**

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

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

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

**Posted on this 30th day of April, 2026 at 1:30 P.M.**



## City Council Agenda Request May 5, 2026

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**Agenda Request No:** V.A.

**Agenda of:** City Council Meeting

**Initiated by:** Michelle Carroll, Administrative Manager

**Presented by:** Kimberly Terrell, Director of Parks & Recreation

**Responsible Department:** Parks

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**Agenda Caption:**

IMBA TRAIL TOWN DESIGNATION AND NATIONAL BIKE MONTH

**Recommended Action:**

Receive recognition

**Executive Summary:**

The Parks and Recreation Department is pleased to share that Sugar Land has been designated as a 2026 IMBA Trail Town by the International Mountain Bicycling Association. Only 28 cities nationwide were selected, and Sugar Land is the only city in Texas to receive this designation. This national recognition highlights communities that demonstrate an exceptional commitment to developing, maintaining, and promoting high-quality trail systems.

This achievement reflects the City's strong and ongoing partnership with the Fort Bend Mountain Bike Association (FBMBA). Through this collaboration, more than 15 miles of bike trails have been developed and maintained across Sugar Land parks. FBMBA's volunteer support, combined with City resources and oversight, has created a sustainable and well managed trail network that enhances recreational opportunities for residents and visitors.

Trail systems are also recognized as important contributors to local economies. Communities that invest in trails often experience increased tourism, support for local businesses, and improved quality of life. Sugar Land's trail network plays a key role in strengthening the City's appeal as a destination for outdoor recreation and community engagement.

In addition, May is recognized as National Bike Month, providing an opportunity to further promote cycling, celebrate the City's trail system, and encourage residents to get outdoors and stay active.

This designation is a testament to the collaborative efforts of City staff, volunteers, and community partners who have worked diligently to build and care for Sugar Land's trail system.

The Parks and Recreation Department remains committed to continuing this partnership and further enhancing the City's trail network for the benefit of the community.

## **Budget**

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**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 May 5, 2026

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**Agenda Request No:** V.B.

**Agenda of:** City Council Meeting

**Initiated by:** Jonathan Soriano, Community Development Manager

**Presented by:** Michelle McCrimmon, Assistant City Manager

**Responsible Department:** Redevelopment

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**Agenda Caption:**

ECONOMIC DEVELOPMENT WEEK 2026

**Recommended Action:**

Recommend City Council to officially recognize 2026 Economic Development Week and the vital role economic development plays in fostering a strong, thriving local economy.

**Executive Summary:**

The City of Sugar Land proudly proclaims May 4th through May 8th as 2026 Economic Development Week. Established by the International Economic Development Council, Economic Development Week is an annual initiative that highlights the critical role economic development plays in fostering strong, resilient, and vibrant communities. The week provides an opportunity to recognize the contributions of economic development professionals, programs, and partnerships that support job creation, business growth, and enhanced quality of life. This proclamation affirms the City's commitment to advancing economic opportunity and raising awareness of the impact of strategic economic development efforts within the community.

### Budget

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**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 May 5, 2026

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**Agenda Request No:** V.C.

**Agenda of:** City Council Meeting

**Initiated by:** Joshua Doyle, Chief Building Official

**Presented by:** Joshua Doyle, Chief Building Official

**Responsible Department:** Planning and Development Services

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**Agenda Caption:**

BUILDING SAFETY MONTH

**Recommended Action:**

Proclaim May 2026 Building Safety Month for the City of Sugar Land.

**Executive Summary:**

The City of Sugar Land will recognize Building Safety Month 2026 as part of a nationwide initiative to raise awareness about the importance of safe building practices, code compliance, and resilient communities. This effort is a collaborative initiative between the Permits and Inspections Division within the Planning & Development Services Department, the Fire Marshal's Office, and the Code Enforcement Division within Public Works. The City recently achieved its highest Insurance Services Office (ISO) rating to date, reflecting the strength and effectiveness of Sugar Land's building safety. This distinction provides a direct benefit to residents through the potential for reduced insurance premiums and demonstrates the City's strong commitment to protecting life and property. Building Safety Month serves as a continued effort to uphold and advance the high standards that contributed to this achievement, reinforcing the City's dedication to safety, service, and community resilience.

### Budget

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**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 May 5, 2026

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**Agenda Request No:** VII.A.

**Agenda of:** City Council Meeting

**Initiated by:** Nicole Fontenette, Agenda & Public Meeting Coordinator

**Presented by:** Linda Mendenhall, City Clerk

**Responsible Department:**

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**Agenda Caption:**

**MINUTES**

Consideration of and action on the approval of the minutes of the April 21, 2026, meeting.

**Recommended Action:**

Approval of the minutes of the April 21, 2026, meeting.

**Executive Summary:**

### **Budget**

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**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. 4.21.26-City Council Meeting Minutes



# City of Sugar Land

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## City Council Minutes

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

**Tuesday, April 21, 2026**  
**City Council Meeting Minutes**  
**City Council Chamber**  
**5:30 PM**

### **I. Attention**

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### **II. Call to Order**

#### **QUORUM PRESENT**

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

### **III. Invocation**

Council Member Sanjay Singhal

### **IV. Pledges of Allegiance**

Council Member Sanjay Singhal

### **V. Recognition**

#### **A. PUBLIC SERVICE RECOGNITION WEEK**

**Paula J. Kutchka, Director of People & Culture**

#### **B. DATATHON PARTICIPANTS RECOGNITION**

**Rachel Owens, Assistant Director of Data & Innovation**

#### **C. 2025 VOLUNTEER OF THE YEAR**

**Jacob Holland, Communications & Community Engagement Specialist**

## VI. Public Comment

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

No members of the public addressed the Council.

## VII. Consent Agenda

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### A. MINUTES

Consideration of and action on the approval of the minutes of the April 7, 2026, meeting.

**Linda Mendenhall, City Clerk**

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

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

Absent: Rick Miller

### B. CONTRACT WITH LOCKWOOD, ANDREWS & NEWMAN, INC

Consideration of and action on authorizing the execution of a professional services contract with Lockwood, Andrews & Newnam, Inc. for the design of Sweetwater Blvd. Reconstruction Phase I, CIP CMB2803, in the amount of \$425,053.87.

**Carla Barrios, Engineer II**

### C. CONTRACT RENEWAL WITH CEDROS PAVING SERVICE, LLC

Consideration of and action on authorization to renew a contract with Cedros Paving Service, LLC for the replacement of damaged sidewalks at various locations, in the amount of \$1,100,000.00 per year, with up to two (2) additional one-year renewals based on available budget, for CIP CST2501- Sidewalk Program Rehabilitation and Replacement Project.

**Keisha Seals, Assistant Director of Public Works**

### D. CONTRACT AMENDMENT WITH KIMLEY HORN AND ASSOCIATES, INC.

Consideration of and action on authorizing the execution of a contract amendment for a professional services contract with Kimley Horn and Associates, Inc. for the Owens Road Mobility Project, CIP CST2003, in the amount of \$8,750.00.

**Greg Nichols, Senior Project Manager**

- E. **CONTRACT WITH NORTHWEST COMMUNICATIONS, INC.**  
Consideration of and action on authorizing the execution of Sugar Land Airport Air Traffic Control Tower Equipment Replacement contract with Northwest Communications, Inc., for the installation of a Zetron system at the Air Traffic Control Tower in the amount of \$189,853.15, and budget amendment to the Airport Fund expenditures of \$189,853.15.

**Ryan Alonso, Airport Operations Manager**

- F. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-19: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, ADOPTING THE CITY OF SUGAR LAND FINANCIAL MANAGEMENT POLICY STATEMENTS.**

**Michelle McCrimmon, Assistant City Manager**

### **VIII. Donations**

- A. **ACCEPTANCE OF MONETARY DONATIONS AND SPONSORSHIPS**  
Consideration of and action on the acceptance of a \$413.61 donation from the Legacy Foundation; a \$5,000.00 sponsorship from Pierce Built Homes for the 2026 Lend a Hand Sugar Land event; and a \$1,035.00 sponsorship from Keep Sugar Land Beautiful for an environmental-focused children's outdoor movie series, along with the associated budget amendments to the General Fund of \$5,413.61 and Public Art Fund of \$1,035.00.

**Nicole Guevara, Assistant Director of Neighborhood Services**

Nicole Guevara, Assistant Director of Neighborhood Services, gave a presentation, made comments, and answered questions from the Council.

### **IX. Ordinances and Resolutions**

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 26-18: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.**

**Michelle McCrimmon, Assistant City Manager**

Michelle McCrimmon, Assistant City Manager, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve Resolution No. 26-18**, was made by Stewart Jacobson and seconded by Suzanne Whatley; the motion **Passed**.

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

Absent: Rick Miller

- B. **FIRST READING OF ORDINANCE** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2404: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, APPROVING THE UPDATE OF THE AIRPORT RATES AND CHARGES.**

**Mitchell Davies, Director of Aviation**

Mitchell Davies, Director of Aviation, gave a presentation, made comments, and answered

questions from the Council.

A motion to **Approve First Reading of Ordinance 2404**, was made by Stewart Jacobson and seconded by Sanjay Singhal; the motion **Passed**.

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

Absent: Rick Miller

## **X. Workshop**

### **A. FISCAL YEAR 2025 POLICE DEPARTMENT ANNUAL REPORT**

Review of and discussion on the Police Department Annual Report.

**Pedro Lara, Chief of Police**

Pedro Lara, Chief of Police, gave a presentation, made comments, and answered questions from the Council.

## **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. Adjournment**

A motion to **Adjourn at 6:31 p.m.**, was made by Sanjay Singhal and seconded by Carol McCutcheon; the motion **Passed**.

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

Absent: Rick Miller

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**Linda Mendenhall, City Clerk**





## City Council Agenda Request May 5, 2026

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**Agenda Request No:** VII.B.

**Agenda of:** City Council Meeting

**Initiated by:** Danica Mueller, Water Operations Manager

**Presented by:** Danica Mueller, Water Operations Manager

**Responsible Department:** Utilities

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**Agenda Caption:**

**CONTRACT WITH PRIME CONTROLS, LP**

Consideration of and action on the authorization of a professional services contract with Prime Controls, LP for the SCADA Annual Preventive Maintenance Program, CIP CWA2605, in the amount of \$379,681.19.

**Recommended Action:**

The Utilities Department recommends that the City Council authorize the execution of a contract between the City of Sugar Land and Prime Controls, LP for the SCADA Annual Preventive Maintenance Program, CIP CWA2605, in the amount of \$379,681.19.

**Executive Summary:**

The City owns and operates one surface water treatment plant, 12 groundwater plants, four wastewater treatment plants, and 134 wastewater lift stations. These facilities are monitored and operated by state-licensed operators and technicians. Real-time monitoring and control are provided through a Supervisory Control and Data Acquisition (SCADA) system.

The SCADA system is the primary tool staff use to perform their jobs. Most facilities are not continuously staffed, so the system serves as the operators' "eyes and ears," allowing them to monitor field conditions, adjust operations, and control equipment remotely. It also alerts operators to abnormal and/or alarm conditions so they can respond quickly. Both operators and managers rely on the system for accurate, real-time operational data, making system reliability, accuracy, and accessibility essential.

The SCADA Annual Preventive Maintenance Program was initiated in FY20 to support the integrity of the Department's SCADA infrastructure. Since many system components have been in place since the early 2000s, routine updates and maintenance are necessary to ensure continued functionality and proactively prevent failures. The FY26 SCADA Annual Preventive Maintenance Program includes the following tasks by the Department's SCADA consultant, Prime Controls:

- Phase II implementation and programming of the new SCADA software. This phase will complete the upgrade for groundwater and wastewater treatment facilities. (The surface water treatment plant was completed under Phase I).
- Implementation of network and hardware changes to strengthen cybersecurity protections.
- Replacement of communications equipment at water and wastewater facilities to improve SCADA reliability.

Funding for this contract is available through the Water Utilities Capital Improvement Project account, with a budgeted amount of \$380,000. The work will be performed by Prime Controls, an integration and instrumentation & controls consulting firm based in Sugar Land. Prime Controls developed the Department's first groundwater and wastewater SCADA systems and later expanded them to include the surface water treatment plant and lift stations. These systems are complex and customized to meet the Department's needs. Prime Controls provides the required expertise, knowledge, and design consistency to properly maintain these systems. Their services are offered at competitive, fixed rates through a US General Services Administration (GSA) cooperative purchasing agreement GS-35F-0455W.

The Utilities Department recommends that the City Council authorize the execution of a contract between the City of Sugar Land and Prime Controls, LP for the SCADA Annual Preventive Maintenance Program in the amount of \$379,681.19.

## **Budget**

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**Expenditure Required:** \$379,681.19

**Current Budget:** \$380,000.00

**Additional Funding:** N/A

**Funding Source:** CWA2605

**Account Number (ORG-OBJ-Project):** 6049205 621020 CWA2605

## **Attachments**

1. Prime Controls Contract\_FY26\_Signed 4.14.26
2. Page 1\_Prime Controls Contract FY26
3. SCADA FY26 PM CIP Proposal\_4.02.26
4. HB-89 Verification\_PC Signed 4.08.26
5. SB-13 Verification\_PC Signed 4.08.26
6. SB-19 Verification\_PC Signed 4.08.26

**CITY OF SUGAR LAND**  
**STANDARD CONTRACT FOR GENERAL SERVICES**  
\$100K to \$999,999.99  
(Rev. 5-22-25)

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

**CITY OF SUGAR LAND**

**CONTRACTOR:**

**By:**

**By:**

Signed by:  
  
896A2D94F29B41D...

**Date:**

**Date:** 14-Apr-2026 | 10:15 PM CDT

**Title:**

**Title:** President

**Company:** Prime Controls, LP

MATTER NUMBER: 8986M  
APPROVED AS TO FORM:

**II. General Information and Terms.**

Contractor's Name and Address: Prime Controls, LP  
12144 Dairy Ashford, Bldg. 3  
Sugar Land, TX 77478

Description of Services: SCADA Annual Preventive Maintenance Program

Maximum Contract Amount: \$379,681.19

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

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

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

**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 at intervals of at least thirty (30) calendar days, except for the final billing. The Contractor must bill or invoice the City within thirty (30) calendar days from the date of service and submit the final invoice no later than thirty (30) calendar days from the Contract termination or expiration date. The City is not responsible or liable for payment of any invoice submitted to the City more than sixty (60) calendar days after the date in which the services were rendered or for any work which is unsatisfactory to the City. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). The City will return all invoices containing errors to the Contractor with an explanation of the deficiency. The City will not pay the Contractor for any costs or expenditures that are not 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) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the

Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. A provision in the Contractor's Additional Contract Document is void and unenforceable if it: (1) limits or releases the Contractor from liability that would exist by law in the absence of the provision; (2) creates liability for the City that would not exist by law in the absence of the provision; or (3) waives or limits the City's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. The Contractor will be liable for all damages incurred and assume full responsibility for the work performed under the Contract.

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

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

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

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

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

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

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

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

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls. The City rejects any and all additional terms and conditions contained or referenced in

Contractor's Proposal attached as Exhibit A-1.

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

O. Standard of Care for Architects and Engineers. Services must be performed with professional skills and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license. 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) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

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

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

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

available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

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 2271.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for goods and services that:

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

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

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

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

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

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

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

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

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

(1) does not boycott 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 goods and services that:

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

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

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

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

This verification requirement does not apply if this contract is with a sole-source provider or, if this contract is 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 2275.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
- (2) where the City knows that the company is:
  - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:

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

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

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

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

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

X. Performance and Payment Bonds. For a public work contract, the Contractor must, before beginning the work, execute to the City a performance bond if the Contract is in excess of \$100,000 and a payment bond if the Contract is in excess of \$50,000. The performance bond is solely for the protection of the City in the amount of the Contract and conditioned on the faithful performance of the work in accordance with the plans, specifications, and Contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a subcontractor to supply public work labor or material and in the amount of the Contract. A bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). (Sec. 2253.021 Government Code)

#### **IV. Additional Terms or Conditions.**

A. GSA Contract. This Contract is additionally governed by the terms and conditions of the U.S. General Services Administration (GSA) Schedule Contract Number GS-35F-0455W, Modification 2, dated April 28, 2015, which are incorporated by reference.

B. Project Completion. If the project is not completed within eight (8) months of the Effective Date ("Project Completion Deadline), Contractor will provide to the City a detailed written notice within three (3) business days of the Project Completion Deadline, explaining the reasons for the delay and outlining a plan to complete the project. This notice must include an

updated project schedule and a commitment regarding the availability of necessary staff and resources. Failure to furnish a satisfactory written notice within the specified timeframe may result in further action as deemed appropriate by the City.

C. Services Performed Prior to Effective Date. The Parties acknowledge the Contractor performed SCADA preventative maintenance services at the request of the City following expiration of the Standard Contract for General Services dated July 25, 2024 (“Prior Agreement”) and prior to the Effective Date of this Contract. Contractor agrees that all such services are fully compensable within, and included in, the Maximum Contract Amount set forth in this Contract, and Contractor will not be entitled to any further compensation for such services. Contractor represents that such services were within the general scope of services set forth in Contractor’s Proposal attached as Exhibit A-1. Contractor waives any claim for further compensation, damages, or equitable adjustment arising out of or related to services performed prior to the Effective Date. Contractor acknowledges that payment for such services is subject to verification and approval by the City in accordance with applicable City policies and authority.

**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. Prime Controls, LP’s Proposal dated April 2, 2026 (9 pages)
- A-2. Certificate of Interested Persons with Certification of Filing (1 page)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification (1 page)
- A-5. Senate Bill 19 Verification (2 pages)

Exhibit B. City’s Additional Contract Documents:

- B-1. Insurance Requirements (2 pages)
- B-2. Data Ownership, Sharing, and AI (2 pages)

**EXHIBIT A-1**

Prime Controls, LP's Proposal dated April 9, 2026

*(See Attached)*

**EXHIBIT A-2**

Certificate of Interested Persons with Certification of Filing

*(See Attached)*

**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

**EXHIBIT A-4**

Senate Bill 13 Verification

*(See Attached)*

**EXHIBIT A-5**

Senate Bill 19 Verification

*(See Attached)*

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

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

**emailed to: [purchasing@sugarlandtx.gov](mailto:purchasing@sugarlandtx.gov)**

**INSURANCE REQUIREMENTS**

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

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

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

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

\_\_\_ Garage Liability for BI & PD  
 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto  
 \$2,000,000 General Aggregate

\_\_\_ Garage Keepers Coverage (for Auto Body & Repair Shops)  
 \$500,000 any one unit/any loss and \$200,000 for contents

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

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**

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

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

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

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

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

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

\_\_\_ Other Insurance Required: \_\_\_\_\_

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

**EXHIBIT B-2**

Data Ownership, Sharing, and AI

A. Definitions.

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

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

B. City Owns the Data. Contractor hereby assigns without any requirement of further consideration all right, title, or interest the Contractor may have to Government Data and Government-Related Data, including any copyrights or other intellectual property rights to the same.

C. Guarantee of Disencumbrance. Contractor warrants that any data provided to City under the terms of this Contract is in the public domain or otherwise unencumbered by intellectual property restrictions on its use by the City. Contractor warrants that the City's creation, maintenance, and modification of data provided to the City under the terms of this Contract shall not be restricted by Contractor's copyright, patent, or intellectual property considerations.

D. No Prior Restrictions. Contractor represents and warrants that it has the full right and power to assign its rights, titles, and interests in any data it provides under this Contract and otherwise performs its obligations hereunder, and that there are no outstanding agreements, assignments, or encumbrances inconsistent with the provision of said data or with any other provisions of this Contract. Contractor represents and warrants that it is not aware of any claims of infringement of intellectual property that have been brought against it by third parties for infringement of such third party's intellectual property.

E. Machine Readable Exports. Output created by Contractor under this Contract, if any, must be in a digital, reuseable format, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, but are not limited to, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. Government Data and Government-Related Data which is stored in binary formats, including but not limited to portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was provided. This reusable copy must be made

available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this section, non-proprietary formats include formats for which royalty-free codecs are available to end-users.

- F. Waiving Right of Action. Contractor hereby agrees to waive any and all future rights of action against the City which may arise from the City's authorized use of Government Data and/or Government-Related Data, including but not limited to copyright, patent, and other intellectual property considerations.
- G. Indemnification. If a third party claims that the Government Data and/or Government-Related Data that is the subject of this Contract, due to the use of Contractor's products or services, infringes that party's copyright, patents, or trade secrets, Contractor will defend the City against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the City notifies Contractor in writing of any such claim within ten (10) business days of City's receipt of such claim.
- H. Copyright Retention. Contractor may keep its copyright interest in non-Government Data and non-Government-Related Data (i.e. its proprietary data) it may have, except when the City combines Government Data and/or Government-Related Data with the Contractor's data.
- I. Data Sharing. Contractor will not share, transfer, or disclose Government Data and/or Government-Related Data to any third party without the prior written consent of the City except as expressly authorized in this Contract and solely to the extent necessary to perform the services under this Contract. In the event Contractor is authorized to share Government Data and/or Government-Related Data with a subcontractor, Contractor will ensure its subcontractor complies with all terms and conditions of this Contract.
- J. No Commercial Use. Contractor shall not make use of the Government Data or Government-Related Data for any commercial purpose, whether to the benefit of Contractor or a third party, unless explicitly authorized in writing by the City. For the purposes of this provision, "commercial purpose" does not include the performance of services by Contractor under this Contract that are specifically authorized and intended for the benefit of the City.
- K. Artificial Intelligence Training. Government Data and Government-Related Data shall not be used by Contractor to train any artificial intelligence, machine learning, or large language models, without the City's express written consent.

**CITY OF SUGAR LAND**  
**STANDARD CONTRACT FOR GENERAL SERVICES**  
\$100K to \$999,999.99  
(Rev. 5-22-25)

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

**CITY OF SUGAR LAND**

**CONTRACTOR:**

**By:**

**By:**

Signed by:  
  
896A2D94F29B41D...

**Date:**

**Date:** 14-Apr-2026 | 10:15 PM CDT

**Title:**

**Title:** President

**Company:** Prime Controls, LP

MATTER NUMBER: 8986M  
APPROVED AS TO FORM:

**II. General Information and Terms.**

Contractor's Name and Address: Prime Controls, LP  
12144 Dairy Ashford, Bldg. 3  
Sugar Land, TX 77478

Description of Services: SCADA Annual Preventive Maintenance Program

Maximum Contract Amount: \$379,681.19

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

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

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

**III. Standard Contractual Provisions.**



12144 DAIRY ASHFORD, BLDG 3 ☐ SUGAR LAND, TX 77478  
PHONE 713-244-9747 ☐ FAX 713-244-9717

April 2, 2026

To: City of Sugar Land  
101A Gillingham Lane  
Sugar Land, TX 77478

Attn: Danica C. Mueller

Ref: Public Works Department  
SCADA FY26 Preventative Maintenance CIP Project  
Prime Controls Quote No.: 04022026-JPK

### **PRIME CONTROLS PROPOSAL**

Prime Controls is pleased to offer this proposal for the SCADA work associated with the referenced SCADA FY26 Preventative Maintenance CIP Project as described hereafter.

Our Scope of Work shall include products and services specified to be provided below.

The offering is complete with the exception of those items specifically excluded within the “Exclusions” section of this proposal.

#### **A. SCOPE OF WORK**

Materials and Services provided by Prime Controls shall be as listed below in the following Tasks. No Exceptions.

- The individual SCADA systems located in the City of Sugar Land are:
  - Groundwater Treatment Plants (GWTP)
  - Surface Water Treatment Plant (SWTP)
  - Wastewater Treatment Plants (WWTP)
  - Lift Stations (LS)

#### **Task 1 – Meetings**

- Provide project team personnel for weekly progress meetings throughout the duration of the project.
- Deliverables:
  - Progress Meeting summary emails will be generated and sent on an as needed basis.
- No hardware, equipment, material, or licenses are included in this task.

### **Task 2 – System Evaluation and Optimization**

- Provide project team personnel to assist with SCADA functionality/issues identified by Prime Controls, Sugar Land, or Brazos River Authority (BRA) staff following Ignition implementation at the groundwater plants and wastewater plants. This scope includes eighty (80) hours to troubleshoot, test, and program as required to address identified issues. Priorities will be determined by Sugar Land management and discussed with Prime Controls prior to being addressed.
- Deliverables:
  - Functionality/Issues Comments and Response
- No hardware, equipment, material, or licenses are included in this task.

### **Task 3 – SCADA Computer Hardware & Software Replacement and Upgrades**

- Prime Controls proposes to upgrade the existing SCADA systems (consolidate under one manufacturer) in a phased approach due to cost and schedule considerations/constraints. This fiscal year's proposal includes the second phase which has been identified as the groundwater system and wastewater treatment plants. The Surface Water Treatment Plant (SWTP) was completed in the FY24 fiscal year project.
- Provide Project Engineer resource(s) to upgrade the existing groundwater system SCADA system from GE iFix to Inductive Automation Ignition. This includes User Defined Type (UDT) Assessment, Ignition software configuration, initial graphics development, graphics workshops (qty. 1, up to four hours each), revisions to graphics development and SCADA standards, Unwitnessed Factory Acceptance Testing (UFAT), Witnessed Factory Acceptance Testing (WFAT), on-site SCADA implementation and testing, SCADA deployment/training, and SOP generation. Detailed requirement for the SOP(s) will be defined during the graphic workshops, factory testing, and on-site work.
- Provide Project Engineer resource(s) to upgrade the existing wastewater treatment plants SCADA system from Wonderware InTouch to Inductive Automation Ignition. This includes User Defined Type (UDT) Assessment, Ignition software configuration, initial graphics development, graphics workshops (qty. 1, up to four hours each), revisions to graphics development and SCADA standards, Unwitnessed Factory Acceptance Testing (UFAT), Witnessed Factory Acceptance Testing (WFAT), on-site SCADA implementation and testing, SCADA deployment/training, and SOP generation. Detailed requirement for the SOP(s) will be defined during the graphic workshops, factory testing, and on-site work.
- Furnish and install two (2) new SCADA servers for the Surface Water Treatment Plant (SWTP) to replace the existing servers that were installed during the FY20 project.
- Deliverables:
  - Updated SCADA Standards
  - Witnessed Factory Acceptance Test (WFAT) Comments & Responses
  - Updated Training Manual
  - Standard Operating Procedure(s)

**Task 4 – Panel Hardware Replacement**

- This task will include a budget of \$10,000 to be allocated to replacement hardware identified in the Functionality/Issues Comments and Response from Task 2.
- Deliverables:
  - None

**Task 5 – Communication Equipment Replacement**

- Furnish and install a second rack server for the redundant Cradlepoint NetCloud Exchange Service Gateway.
- Furnish a second NetCloud Exchange Service Gateway license.
- Provide a subcontract for the configuration of the a second Cradlepoint NetCloud Exchange Service Gateway license in a redundant configuration with the existing license provided by Sugar Land IT.
- Provide project team personnel to furnish, configure, and install two firewalls, one at each Public Works and SWTP, to protect the SCADA network at each location.
- Provide project team resources to generate SCADA network architecture/communication diagrams for the Public Works SCADA systems.
- Deliverables:
  - SCADA network architecture/communication diagrams

**Task 6 – Spare Parts**

- Procurement and delivery of the following spare parts:
  - Five (5) Blue Ribbon Birdcage Submersible Level Transducer (LS)
  - Six (6) Siemens SITRANS LT500 HydroRangers
  - Six (6) Siemens Echomax XPS-15 Transducers
  - Three (3) Foxcroft Model FX-1500v4-C Chlorine gas leak detectors w/ remote display monitor.
  - Six (6) Foxcroft Chlorine Gas Sensors, P/N: T3CLH
- Delivery of spare parts will be to the Public Works Building.
- Deliverables:
  - Material Transfer Form

**B. PROPOSAL EXCLUSIONS**

The following items are not included in our pricing and shall be the responsibility of others:

ITEM	EXCLUSION
1.	Furnishing and/or installation if an independent internet connection at Public Works and SWTP.
2.	Furnishing and/or installation of any control panels, hardware, material, equipment or software licenses not specifically listed above.
3.	Furnishing any services not specifically listed above.

**C. PROPOSAL CLARIFICATIONS**

ITEM	CLARIFICATION
1.	Pricing included in this proposal is based on our GSA Schedule Contract Number GS-35F-0455W, Modification 2, dated April 28, 2015.
2.	This proposal is based upon the attached milestone schedule.
3.	Pricing does not include Sales Taxes or Bonding costs.
4.	Pricing shall be valid for sixty (60) days only from proposal date.
5.	This proposal is based upon standard material lead times and availability. Product shortages and unexpected long lead times due to raw material and/or supply chain issues are not accounted for. In that event Prime Controls will work with the City of Sugar Land to determine if a suitable alternative is available and any associated cost impacts.
6.	Pricing is based on the assumption that, once Prime Controls receives an order or Notice to Proceed, the project will proceed without interruption.
7.	Prime Controls shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, extreme weather events, fire, delays by others, etc. In the event of any schedule delays, Prime Controls and The City of Sugar Land will work together to adjust the project schedule accordingly.
8.	Acceptance of an order shall be subject to the attached General Terms & Conditions. These General Terms and Conditions are superseded by current Master Service Agreements (MSAs), Contracts, Subcontracts and/or Blanket Purchase Orders that authorize this work.

**D. SUGAR LAND SCOPE**

Sugar Land is not providing any material, hardware, software licenses, etc. as a part of this project.

**E. PRICING SUMMARY**

<b>Item</b>	<b>Description</b>	<b>Pricing</b>
1	TASK 1 – Meetings	\$15,874.04
2	TASK 2 – System Evaluation and Optimization	\$8,890.16
3	TASK 3 – SCADA Computer Hardware & Software Replacement and Upgrades	\$235,113.80
4	TASK 4 – Panel and Hardware Replacement	\$10,000.00
5	TASK 5 – Communication Equipment Replacement	\$67,773.80
6	TASK 6 – Spare Parts	\$42,029.39
<b>TOTAL COMBINED AMOUNT</b>		<b>\$379,681.19</b>

We sincerely appreciate this opportunity and look forward to being of service for this work.  
Thanks again and please feel free to call if there are any questions.

Sincerely,

Prime Controls, LP



James Kenney  
Project Manager  
(281) 414-6760  
j.kenney@prime-controls.com

**GENERAL TERMS AND CONDITIONS**

1. **Applicable Terms:** These General Terms and Conditions govern the purchase and sale of items and services described in a Prime Controls quotation, proposal or similar document (quotation) defining equipment, material and/or services to be provided by Prime Controls.
2. **Validity:** Terms and conditions in executed and currently valid Master Service Agreements, Contracts, Subcontracts and/or Blanket Purchase Orders with the Customer named in this quotation supersede these General Terms and Conditions.
3. **Firm Offer:** Unless otherwise stated in the quotation, all pricing shall be firm for a period of one hundred twenty (120) days from proposal date. Prime Controls reserves the right to revise pricing after the 120 day period for any anticipated or actual increased material, subcontract, labor, or other costs.
4. **Sales Tax, Tariffs, Duties:** Unless otherwise stated in the quotation, costs for sales taxes, tariffs, and /or duties are not included in pricing. If applicable, Prime Controls will invoice for same as an additional, separate line item unless Prime Controls is provided with the applicable sales tax exemption certificate which properly relieves Prime Controls' obligation to collect and/or pay subject taxes.
5. **Bonding:** Unless otherwise stated in the quotation, costs for performance and payment (P&P) and/or maintenance bonds are not included in our pricing. Requested bonds may be provided at industry standard rates and will be invoiced as an additional, separate line item.
6. **Payment:** Unless otherwise stated in the quotation: (i) invoicing shall be progressive and include payment for properly stored material. A proposed schedule of values shall be submitted for approval prior to first invoice to establish progressive values. (ii) Payment terms to be net thirty (30) days. (iii) Price is in US Dollars.
7. **Warranty:** Warranty shall include repair or replacement of items furnished by Prime Controls found to be defective due to a manufacturing defect and/or improper workmanship. Unless otherwise stated in the proposal, warranty shall be for a period of twelve (12) months from "Substantial Completion" (date when products are utilized for intended purposes) or eighteen (18) months from delivery, whichever occurs first. Damages as a result of acts of God (lightning, etc.), theft, vandalism or improper care and/or maintenance by Buyer/Customer are excluded from this warranty.
8. **Ownership of Materials and Intellectual Property:** All deliverables (including devices, designs, drawings, plans, specifications, etc.) shall be property of the Buyer/Customer with the execution of a Contract, Work Order, Purchase Order, or similar document to the fullest extent permissible under agreements with the component hardware and software manufacturers. Prime Controls grants Buyer/Customer a perpetual non-exclusive, non-transferrable license to use any application software for its intended purposes per the aforementioned agreements. Any other information, whether disclosed intentionally or inadvertently, regarding means and methods used by Prime Controls to produce the deliverables shall remain the intellectual property of Prime Controls and shall not be disclosed to third parties without the written consent of Prime Controls.
9. **Non-Solicitation of Employees:** It is mutually agreed that neither Prime Controls nor Buyer/Customer shall directly or indirectly employ, solicit for employment, advise or recommend to any other persons that such other person employ or solicit for employment any person employed by either party during the term of performance of the work proposed and for a period of one (1) year thereafter.
10. **Cancellation:** If an order based on the quotation is cancelled or suspended following Prime Controls' receipt of an order, Buyer/Customer shall promptly pay Prime Controls for work performed prior to cancellation or suspension and any other incurred direct costs as a result of such cancellation or suspension.
11. **Force Majeure:** Prime Controls shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, extreme weather events, fire, delays by others, etc.

**Prime Controls Proposal Pricing Breakdown**

Project Ref: SCADA FY24 Preventative Maintenance CIP							
Bid Item 1 - Task 1							
Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended	
<b>Task 1 Labor</b>							
Progress Meeting	Work Hours	James Kenney	Project Manager	ST	52	\$ 103.77	\$ 5,396.04
Progress Meeting	Work Hours	TBD	Project Engineer Level 2	ST	104	\$ 100.75	\$ 10,478.00
<b>Task 1 Labor</b>							<b>\$ 15,874.04</b>
Task 1 Materials							
No hardware, equipment, material, licenses are included with this task					0	\$ -	\$ -
<b>Task 1 Materials</b>							<b>\$ -</b>
<b>Bid Item 1 - Task 1 Total</b>							<b>\$ 15,874.04</b>
Bid Item 2 - Task 2							
Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended	
<b>Task 2 Labor</b>							
Management	Work Hours	James Kenney	Project Manager	ST	8	\$ 103.77	\$ 830.16
SCADA Functionality/Issues	Work Hours	TBD	Project Engineer Level 2	ST	80	\$ 100.75	\$ 8,060.00
<b>Task 2 Labor</b>							<b>\$ 8,890.16</b>
Task 2 Materials							
No hardware, equipment, material, licenses are included with this task					0	\$ -	\$ -
<b>Task 2 Materials</b>							<b>\$ -</b>
<b>Bid Item 2 - Task 2 Total</b>							<b>\$ 8,890.16</b>
Bid Item 3 - Task 3							
Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended	
<b>Task 3 Labor</b>							
Management	Work Hours	James Kenney	Project Manager	ST	90	\$ 103.77	\$ 9,339.30
SCADA Upgrade - Groundwater	Work Hours	TBD	Project Engineer Level 2	ST	1000	\$ 100.75	\$ 100,750.00
SCADA Upgrade - Wastewater	Work Hours	TBD	Project Engineer Level 2	ST	750	\$ 100.75	\$ 75,562.50
Server Upgrade - SWTP	Work Hours	TBD	Project Engineer Level 2	ST	40	\$ 100.75	\$ 4,030.00
<b>Task 3 Labor</b>							<b>\$ 189,681.80</b>
Task 3 Materials							
SWTP SCADA Servers		Dell	PowerEdge R660 Rack Mount Server	TBD	2	\$ 22,216.00	\$ 44,432.00
SCADA Upgrade - Misc.		TBD	Miscellaneous	TBD	1	\$ 1,000.00	\$ 1,000.00
<b>Task 3 Materials</b>							<b>\$ 45,432.00</b>
<b>Bid Item 3 - Task 3 Total</b>							<b>\$ 235,113.80</b>
Bid Item 4 - Task 4							
Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended	
<b>Task 4 Labor</b>							
					0	\$ -	\$ -
<b>Task 4 Labor</b>							<b>\$ -</b>
Task 4 Materials							
SCADA Functionality/Issues		TBD	Miscellaneous	TBD	1	\$ 10,000.00	\$ 10,000.00
<b>Task 4 Materials</b>							<b>\$ 10,000.00</b>
<b>Bid Item 4 - Task 4 Total</b>							<b>\$ 10,000.00</b>

**Prime Controls Proposal Pricing Breakdown**

Project Ref: SCADA FY24 Preventative Maintenance CIP							
Bid Item 5 - Task 5							
Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended	
<b>Task 5 Labor</b>							
Management	Work Hours	James Kenney	Project Manager	ST	20	\$ 103.77	\$ 2,075.40
SCADA Network Diagrams	Work Hours	TBD	Project Engineer Level 2	ST	40	\$ 100.75	\$ 4,030.00
SCADA Network Diagrams	Work Hours	TBD	CAD Designer	ST	80	\$ 64.48	\$ 5,158.40
Firewall Configuration	Work Hours	TBD	Open Market Labor - ICS Network Specialist	ST	24	\$ 140.00	\$ 3,360.00
Network Switch Configuration	Work Hours	TBD	Open Market Labor - ICS Network Specialist	ST	16	\$ 140.00	\$ 2,240.00
SCADA Network Hardware Installation	Work Hours	TBD	Project Engineer Level 2	ST	40	\$ 100.75	\$ 4,030.00
<b>Task 5 Labor</b>							<b>\$ 20,893.80</b>
Bid Item 5 - Task 5 Materials							
Type	Description	Part Number	Quantity	Unit Price	Extended		
PW Cell Modem License	Cradlepoint	NetCloud Exchange Service Gateway	NCX	1	\$ 9,000.00	\$ 9,000.00	
PW Cell Modem License	Dell	Server	TBD	1	\$ 10,000.00	\$ 10,000.00	
PW Cell Modem License	Subcontract	Configuration	TBD	1	\$ 13,472.00	\$ 13,472.00	
SWTP & PW Firewall	Fortinet	FortiGate 50G	FG-50G-5G	2	\$ 1,555.00	\$ 3,110.00	
SWTP & PW Firewall	Fortinet	FortiGate 50G License	TBD	2	\$ 1,089.00	\$ 2,178.00	
SWTP & PW SCADA Switch	Cisco	Catalyst 9200L Rack Mount Switch	TBD	2	\$ 1,262.00	\$ 2,524.00	
SWTP & PW SCADA Switch	Cisco	Catalyst 9200L License	TBD	2	\$ 181.00	\$ 362.00	
SWTP & PW SCADA Switch	Cisco	Catalyst 9200L License	TBD	2	\$ 488.00	\$ 976.00	
SWTP & PW SCADA Switch	Cisco	Catalyst Power Supply	TBD	2	\$ 1,379.00	\$ 2,758.00	
Communication Equipment Replacement - Misc.	TBD	Miscellaneous	TBD	1	\$ 2,500.00	\$ 2,500.00	
<b>Task 5 Materials</b>							<b>\$ 46,880.00</b>
<b>Bid Item 5 - Task 5 Total</b>							<b>\$ 67,773.80</b>
Bid Item 6 - Task 6							
Type	Resource	Discipline	Rate Type Code	Hours	Rate	Extended	
<b>Task 6 Labor</b>							
Management	Work Hours	James Kenney	Project Manager	ST	1	\$ 103.77	\$ 103.77
Procurement	Work Hours	James Kenney	Project Manager	ST	4	\$ 103.77	\$ 415.08
Delivery	Work Hours	James Kenney	Project Manager	ST	2	\$ 103.77	\$ 207.54
FY26 Spares List	Work Hours	TBD	Project Engineer Level 2	ST	4	\$ 100.75	\$ 403.00
<b>Task 6 Labor</b>							<b>\$ 1,129.39</b>
Bid Item 6 - Task 6 Materials							
Type	Description	Part Number	Quantity	Unit Price	Extended		
Submersible Level Transducers	Blue Ribbon	Model BC001 Birdcage	01C004CZ40	5	\$ 1,100.00	\$ 5,500.00	
Ultrasonic Level Transmitter	Siemens	SITRANS LT500	TBD	5	\$ 1,750.00	\$ 8,750.00	
Ultrasonic Level Transducer	Siemens	Echomax XPS-15	TBD	5	\$ 1,750.00	\$ 8,750.00	
Chlorine Gas Leak Detector	Foxcroft	Model FX-1500	FX-1500v4-C	2	\$ 3,500.00	\$ 7,000.00	
Chlorine Gas Sensors	Foxcroft	Model FX-1500	T3CLH	9	\$ 1,100.00	\$ 9,900.00	
Freight				1	\$ 1,000.00	\$ 1,000.00	
<b>Task 6 Materials</b>							<b>\$ 40,900.00</b>
<b>Bid Item 6 - Task 6 Total</b>							<b>\$ 42,029.39</b>

**Prime Controls Proposal Pricing Breakdown**

**Project Ref:** SCADA FY24 Preventative Maintenance CIP

Notes:

<b>Bid Item # / Task #</b>	<b>Task Total</b>
Bid Item 1 / Task 1 \$	15,874.04
Bid Item 2 / Task 2 \$	8,890.16
Bid Item 3 / Task 3 \$	235,113.80
Bid Item 4 / Task 4 \$	10,000.00
Bid Item 5 / Task 5 \$	67,773.80
Bid Item 6 / Task 6 \$	42,029.39
Labor Subtotal \$	236,469.19
Material Subtotal \$	143,212.00
<b>Grand Total \$</b>	<b>379,681.19</b>

## STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Jace McNeil, the undersigned representative of  
(Person name)

Prime Controls, L.P.

(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-Apr-2026 | 8:59 AM CDT

DATE

President

POSITION / TITLE

Signed by:

*Jace McNeil*

896A2D94F29D41D...

SIGNATURE OF COMPANY REPRESENTATIVE

### STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Jace McNiel, the undersigned representative of  
(Person name)

Prime Controls, L.P.,  
(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-Apr-2026 | 8:59 AM CDT  
DATE

President  
POSITION / TITLE

Signed by:  
Jace McNiel  
096A2D94F29B41D...  
SIGNATURE OF COMPANY REPRESENTATIVE

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**

## STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Jace McNiel, the undersigned representative of  
(Person name)

Prime Controls, L.P.,  
(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-Apr-2026 | 8:59 AM CDT  
\_\_\_\_\_  
DATE

President  
\_\_\_\_\_  
POSITION / TITLE

Signed by:  
  
\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**



## City Council Agenda Request May 5, 2026

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**Agenda Request No:** VII.C.

**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

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**Agenda Caption:**

**LICENSE AGREEMENT AMENDMENT WITH FORT BEND MOUNTAIN BIKE ASSOCIATION**

Consideration of and action on the approval of Amendment No. 2 of the License Agreement with Fort Bend Mountain Bike Association for the Use, Enhancement, and Development of the City's Single Track Mountain Bike Trails.

**Recommended Action:**

Staff recommends that the City Council approve Amendment No. 2 of the License Agreement with Fort Bend Mountain Bike Association

**Executive Summary:**

**Background:**

The City of Sugar Land (City) parks system includes hundreds of acres of undeveloped land. Many of the areas, including along the Brazos River and Oyster Creek, are difficult to access for the enjoyment of residents and visitors. Before the original license agreement with the Fort Bend Mountain Bike Association (FBMBA) was approved in 2019, off-road bicyclists discovered some of these areas and started developing and riding trails in a number of locations—sometimes resulting in Parks staff receiving inquiries from residents who lived near areas where some of the unapproved trail work was being done. With that, resident concerns, as well as those of the Parks Department, spurred dialogue between Parks staff and bicyclists regarding the activities that were occurring on City park land.

The 2018 Parks, Recreation, and Open Space Master Plan identifies nature/natural surface trails as a high priority based on the desires of citizens as expressed in the survey data compiled as part of the community input process. It is important to note that bike riding is not prohibited in the parks, and cycling is a great exercise. Therefore, the Department is not opposed to the riding and work of cyclists. However, the City needs to be aware of what is happening to ensure conditions are safe in the parks and that neighboring homeowners are not negatively impacted.

Accordingly, in 2019, it was determined that the cyclists should form a recognized and organized group that could work with the Parks Department for development and maintenance of a recognized trails system. As such, the bicyclists formed the FBMBA, a 501(c)(3) non-profit under the umbrella of the International Mountain Bicycling Association (IMBA). FBMBA elected a Chair and Vice Chair, who were, and are, the spokespersons and liaisons to the City. The City's Legal Department drafted a License Agreement between FBMBA and the City for the development and maintenance of the trails, and the City's Risk Manager provided insurance requirements for the organization. The PARCS Board voted to recommend the original license agreement to City Council on November 12th, 2019. The agreement was then approved at City Council in December of 2019 and went into effect. The original license agreement expired on or around December 18th, 2024.

On or about November 19, 2024, the City and FBMBA entered into a second License Agreement to continue to enhance and develop the City's single-track mountain bike trails, which was then amended on or about December 17, 2024. This new agreement and amendment built upon the original 2019 agreement. The success of the initial partnership led to the expansion of FBMBA's efforts and responsibilities. FBMBA continues to maintain existing trails, including the Brazos River Park Trail, Brazos River Park Connector Trail, Brindley Trail, River Park Trails, and Oyster Creek Bike Trail. The agreement also covers potential future developments such as the Brazos River West End Trail, ensuring a framework for the development, maintenance, and restoration of new trails.

**Amendment Number 2:**

While collaborating closely with the Fort Bend Mountain Bike Association on trail maintenance and use, staff has identified the need to formally incorporate the Association into the Special Event Process. This addition will establish clear parameters for event operations occurring on the bike trails. Although the provisions outlined below reflect current practices, staff believes they should be explicitly defined within the existing use agreement. Accordingly, the agreement will now include a dedicated Event Section outlining the following:

- Licensee is granted up to three (3) fee waivers for rental fees related to its bike-related events during each calendar year of the Agreement.
- Licensee agrees that it will follow all of the City's policies, processes, procedures, rules, regulations, and ordinances related to holding its bike-related events on the Licensed Premises, including following the City's Special Event process when needed.
- Licensee is permitted to temporarily close those portions of the Licensed Premises used for its bike-related events, during such events. Provided, however:
  - All trail closures are subject to final approval by the City;
  - Trail closures will be communicated to all affected Parks reservations and users by both Licensee and the City's Parks and Recreation Department; and
  - Licensee will assist with signage, notifications, and communications related to trail closures for its bike-related events.
- For bike-related events on the Licensed Premises that are not hosted by Licensee, Licensee will consult with the City as needed on:
  1. Course design and layout;
  2. Trail and course maintenance prior to the events;

3. Post-event cleanup and restoration;
  4. Course marshals, volunteers, and event staffing; and
  5. Event-related supplies and materials necessary for course operations.
- In consideration of the services provided to the City by Licensee under the Agreement, Licensee shall be permitted to charge and collect a “land use” fee, related to bike-related events. The initial fees are: (1) \$10.00 per adult; and (2) \$5.00 per minor. Provided, however, if the City enacts an ordinance adopting land use fees for bike-related events, then from the date of such ordinance adoption Licensee may only charge participants the City’s ordinance rate(s).
  - Licensee may collect this fee directly from participants in its own bike-related events. For the bike-related events of others, the City will collect the fee and then remit it to Licensee.
  - In consideration of the services provided to the City by Licensee under the Agreement, Licensee may be eligible to have City-imposed fees related to its bike-related events waived, at the discretion of the City’s Parks and Recreation Department. Any fee waiver that is granted applies only to hourly fees required by the City’s Parks and Recreation Department for park facilities, trail use fees, and land use fees. Fee waivers do not include deposits, fees required by other City departments, City ordinances, or adopted policies. Proposed bike-related events requesting fee waivers must be submitted to: [events@sugarlandtx.gov](mailto:events@sugarlandtx.gov) for review and determination by the Special Event Administration.
  - Overdue fees / outstanding balances will automatically disqualify bike-related events from being allowed for future submissions and will exclude bike-related events from the agreement for future fee waivers.
  - Nothing herein shall grant Licensee any exclusive rights as to bike-related events held on the Licensed Premises.

City staff recommends the approval of Amendment No. 2 of the License Agreement with Fort Bend Mountain Bike Association for the Use, Enhancement, and Development of the City's Single Track Mountain Bike Trails.

## **Budget**

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**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 Amendment

2. Exhibit\_A\_-\_Maps\_of\_Existing\_and\_Future\_Trails
3. License Agreement Single Track Mountain Bike Trails 11-19-2024 Final CM Signature

**SECOND AMENDMENT TO LICENSE AGREEMENT FOR THE USE,  
ENHANCEMENT, AND DEVELOPMENT OF THE CITY'S SINGLE TRACK  
MOUNTAIN BIKE TRAILS**

THIS SECOND AMENDMENT TO LICENSE AGREEMENT FOR THE USE, ENHANCEMENT, AND DEVELOPMENT OF THE CITY'S SINGLE TRACK MOUNTAIN BIKE TRAILS ("Second Amendment") is made and entered into by and between the City of Sugar Land, Texas ("City") and the Fort Bend Mountain Bike Association ("Licensee").

**RECITALS:**

WHEREAS, the City and Licensee entered into a contract effective on or about November 19, 2024 (the "Original Agreement") for the purpose of continuing to collectively work together to build, maintain, and manage soft surface, multi-use, natural surface trails (also known as single track) within the City's park and trail systems; and

WHEREAS, on or about December 17, 2024, the City and Licensee entered into that First Amendment to License Agreement for the Use, Enhancement, and Development of the City's Single Track Mountain Bike Trails (the "First Amendment"); and

WHEREAS, the City and Licensee desire to enter into this Second Amendment to make certain changes to the Original Agreement, as amended by the First Amendment; and

WHEREAS, collectively, the Original Agreement, First Amendment, and this Second Amendment are the "Agreement"; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contain herein, the City and Licensee desire to amend the Agreement as follows:

**AGREEMENT:**

1. New Section 4.N. is added to read as follows:

N. Events.

- i. Licensee is granted up to three (3) fee waivers for rental fees related to its bike-related events during each calendar year of the Agreement.
- ii. Licensee agrees that it will follow all of the City's policies, processes, procedures, rules, regulations, and ordinances related to holding its bike-related events on the Licensed Premises, including following the City's Special Event process when needed.
- iii. Licensee is permitted to temporarily close those portions of the Licensed Premises used for its bike-related events, during such events. Provided, however:

1. All trail closures are subject to final approval by the City;
  2. Trail closures will be communicated to all affected Parks reservations and users by both Licensee and the City's Parks and Recreation Department; and
  3. Licensee will assist with signage, notifications, and communications related to trail closures for its bike-related events.
- iv. For bike-related events on the Licensed Premises that are not hosted by Licensee, Licensee will consult with the City as needed on:
1. Course design and layout;
  2. Trail and course maintenance prior to the events;
  3. Post-event cleanup and restoration;
  4. Course marshals, volunteers, and event staffing; and
  5. Event-related supplies and materials necessary for course operations.
- v. In consideration of the services provided to the City by Licensee under the Agreement, Licensee shall be permitted to charge and collect a "land use" fee, related to bike-related events. The initial fees are: (1) \$10.00 per adult; and (2) \$5.00 per minor. Provided, however, if the City enacts an ordinance adopting land use fees for bike-related events, then from the date of such ordinance adoption Licensee may only charge participants the City's ordinance rate(s).

Licensee may collect this fee directly from participants in its own bike-related events. For the bike-related events of others, the City will collect the fee and then remit it to Licensee.

- vi. In consideration of the services provided to the City by Licensee under the Agreement, Licensee may be eligible to have City-imposed fees related to its bike-related events waived, at the discretion of the City's Parks and Recreation Department. Any fee waiver that is granted applies only to hourly fees required by the City's Parks and Recreation Department for park facilities, trail use fees, and land use fees. Fee waivers do not include deposits, fees required by other City departments, City ordinances, or adopted policies. Proposed bike-related events requesting fee waivers must be submitted to: [events@sugarlandtx.gov](mailto:events@sugarlandtx.gov) for review and determination by the Special Event Administration.
- vii. Overdue fees / outstanding balances will automatically disqualify bike-related events from being allowed for future submissions and will exclude bike-related events from the agreement for future fee waivers.
- viii. Nothing herein shall grant Licensee any exclusive rights as to bike-related events held on the Licensed Premises.


IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective on

the later date of the parties' signatures.

**CITY OF SUGAR LAND, TEXAS**

**FORT BEND MOUNTAIN BIKE  
ASSOCIATION**

By: \_\_\_\_\_  
Name: Michael W. Goodrum  
Title: City Manager  
Date: \_\_\_\_\_

By:   
Name: David Burdette  
Title: Chairman FBMA  
Date: 4/15/2026

ATTEST:

\_\_\_\_\_  
Linda Mendenhall, City Clerk

XAKIA MATTER NO. 4973M  
APPROVED AS TO FORM:

*DAnn Shea Smith*

**EXHIBIT A**

Maps of Existing and Future Trails

*(See Attached)*

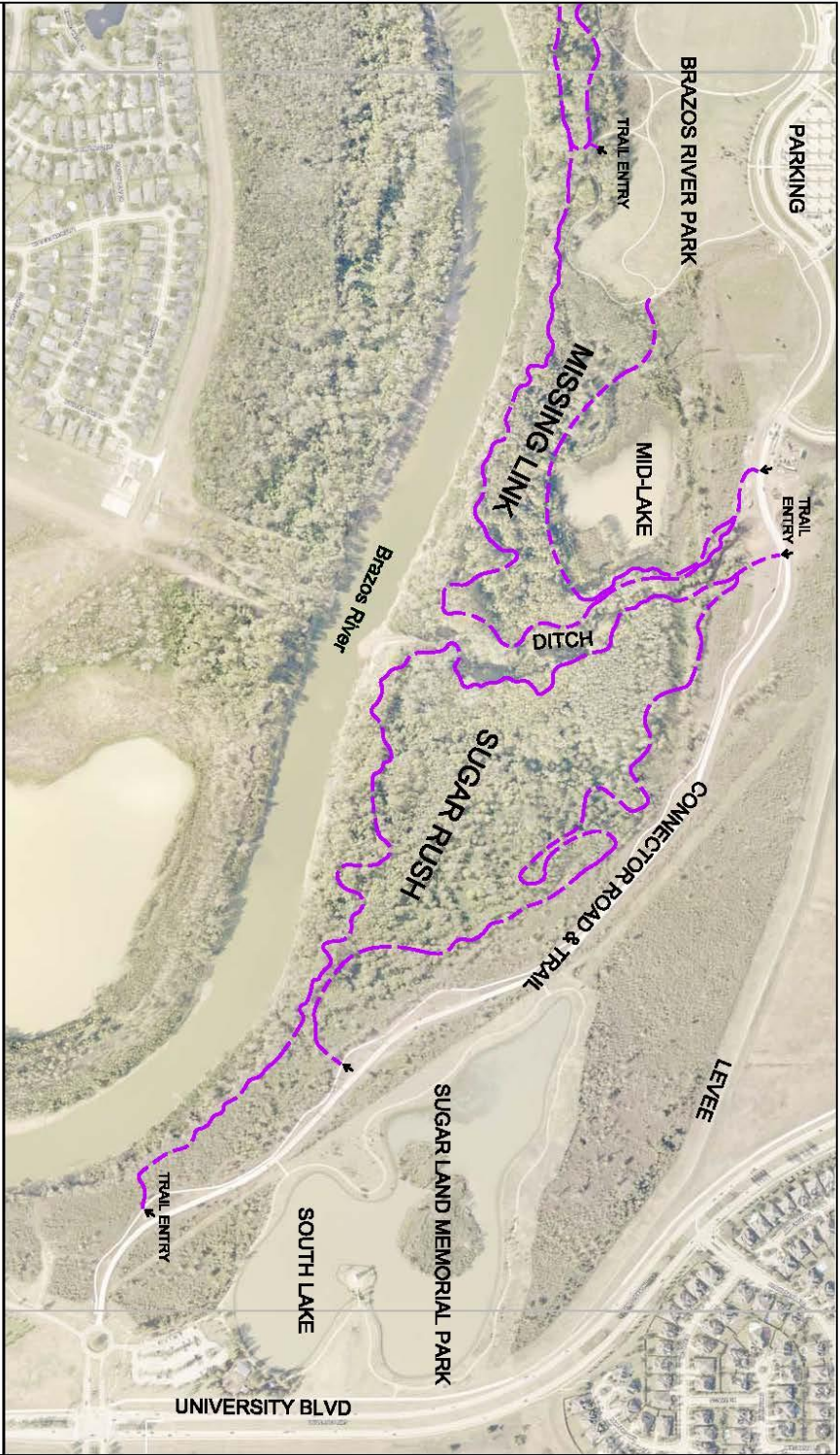


## BRAZOS RIVER PARK MOUNTAIN BIKE TRAILS

JANUARY 2021

— MOUNTAIN BIKE TRAIL, 2.0 MILES  
 CITY OF SUGAR LAND | PARKS AND RECREATION





**BRAZOS RIVER PARK MOUNTAIN BIKE CONNECTOR TRAIL**

--- MOUNTAIN BIKE TRAIL, ONE WAY DIRECTION, COUNTERCLOCKWISE, 3.2 MILES  
 CITY OF SUGAR LAND | PARKS AND RECREATION



APRIL 2022

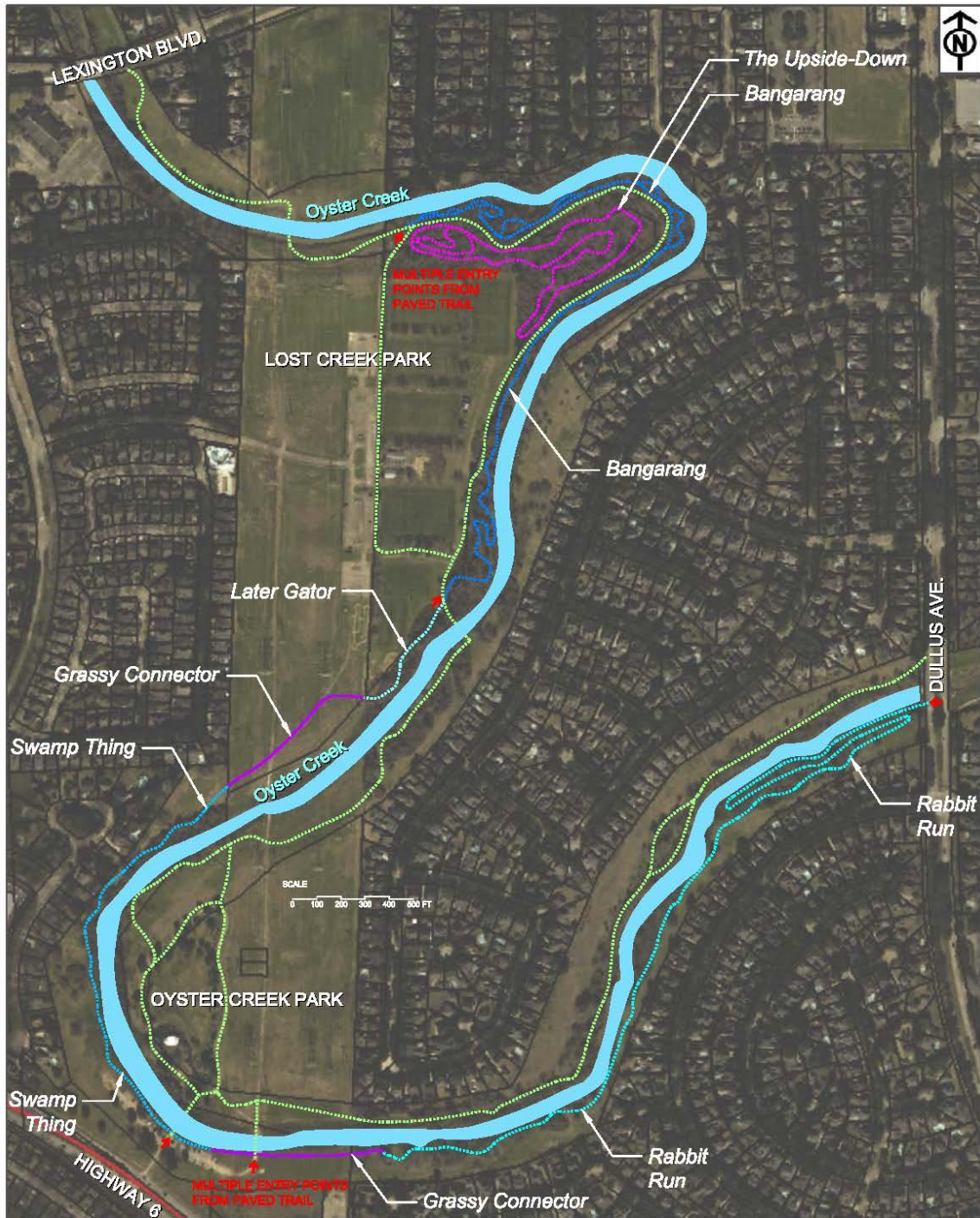


# JUSTIN P. BRINDLEY MOUNTAIN BIKE TRAIL

— MOUNTAIN BIKE TRAIL, 1.0 MILE  
 CITY OF SUGAR LAND | PARKS AND RECREATION

JULY 2020





# OYSTER CREEK MOUNTAIN BIKE TRAILS

MOUNTAIN BIKE TRAIL, 3.38 MILES      PAVED PARK TRAIL, 2.98 MILES

CITY OF SUGAR LAND | PARKS AND RECREATION

October 2020

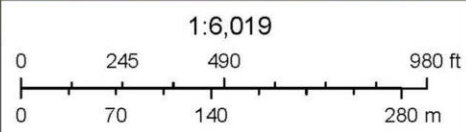




## RIVERPARK MOUNTAIN BIKE TRAIL

MOUNTAIN BIKE TRAIL: TOTAL 5.4 MILES  
 CITY OF SUGAR LAND | PARKS AND RECREATION





# BRAZOS RIVER WEST END MOUNTAIN BIKE TRAIL

..... MOUNTAIN BIKE TRAIL, 2.7 MILE

CITY OF SUGAR LAND | PARKS AND RECREATION

AUG 2024



**LICENSE AGREEMENT FOR THE USE, ENHANCEMENT, AND DEVELOPMENT  
OF THE CITY'S SINGLE TRACK MOUNTAIN BIKE TRAILS**

This non-exclusive License Agreement is made and entered into by and between the **CITY OF SUGAR LAND**, a home-rule city located in Fort Bend County, Texas ("City"), and the **FORT BEND MOUNTAIN BIKE ASSOCIATION**, a Texas nonprofit corporation ("Licensee").

**RECITALS:**

**WHEREAS**, Licensee is a Texas nonprofit organization that operates as a chapter of the International Mountain Biking Association ("IMBA") and is dedicated to building and maintaining sustainable single track trails in the City of Sugar Land and within the Fort Bend County region; and

**WHEREAS**, Licensee's mission includes volunteer efforts in regards to sustainability, conservation, education, safety, partnerships, and community involvement with like-minded community advocates focusing on mountain biking and trail building; and

**WHEREAS**, on or about December 13, 2019, the City and Licensee entered into that License Agreement for the Use, Enhancement, and Development of the City's Single Track Mountain Bike Trails (the "Original Agreement"); and

**WHEREAS**, the Original Agreement is set to expire on or about December 18, 2024; and

**WHEREAS**, due to the success of the Original Agreement, the City and Licensee would like to enter into a new agreement; and

**WHEREAS**, the City and Licensee desire to continue collectively working together to build, maintain, and manage soft surface, multi-use, natural surface trails (also known as single track) within the City's park and trail systems; and

**WHEREAS**, Licensee's work might include, but is not limited to, restoration or enhancement of existing trails, trail design, and master planning for future trail projects serving both the City and Licensee as well as the Sugar Land community's best interest; and

**WHEREAS**, all project tasks will be a collaborative partnership between the City and Licensee, with final decisions being made by and in the best interest of the City and its residents; and

**WHEREAS**, Licensee desires to license the use of the City's Brazos River Park Trail, Brazos River Park Connector Trail, Brindley Trail, River Park Trails, and Oyster Creek Bike Trail (the "Existing Trails") and the use of future single track trail segments approved by the City, such as the proposed Brazos River West End Trail (the "Future Trails") (collectively, the Existing Trails and Future Trails are the "Licensed Premises"), from the City for the sole purposes of enhancing, improving, adding to, maintaining, managing, constructing, and developing the City's single track trails (the "Licensed Purposes"); and

**WHEREAS**, the City desires to provide Licensee with a non-exclusive license to use the Licensed Premises for the Licensed Purposes; and

**NOW THEREFORE**, for the consideration and on the terms, provisions, and conditions hereinafter set forth, the City and Licensee hereby agree as follows:

**AGREEMENT:**

1. The recitals set forth above are adopted and incorporated into this License Agreement.

2. **Grant of License.**

A. The City hereby grants to Licensee a non-exclusive license to use the Licensed Premises for the Licensed Purposes.

B. Licensee hereby agrees to, and shall, use the Licensed Premises only as contemplated by this License Agreement.

C. The rights herein granted to Licensee are not exclusive and the City hereby reserves for itself, its successor and assigns, as well as the general public, the right to use the Licensed Premises or allow any other person to use the Licensed Premises for any purpose or purposes whatsoever, provided such use does not unreasonably interfere with any rights granted to Licensee hereunder.

3. **Term; Access.**

A. The term of this License Agreement shall be five (5) years, commencing on the Effective Date. City Council reserves the option to extend this License Agreement upon the same terms and conditions herein for up to five (5) additional one-year periods by notifying Licensee in writing of the extension at least thirty (30) days prior to the expiration of the then-current term. Such notification will be provided to Licensee by the City's Parks Department after approval by City Council.

B. Licensee shall have unrestricted right of ingress and egress to the Licensed Premises during the term of this License Agreement each day from sunrise to sunset, unless otherwise designated by City policy or rules adopted by the City's Director of Parks and Recreation and provided to Licensee in writing.

C. The City has the right at any time to enter onto the Licensed Premises for the purpose of inspecting the Licensed Premises, and making necessary repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the Licensed Premises.

D. Licensee agrees that lightning, flooding or other severe weather is likely to present a hazard or danger to users of the Licensed Premises. City and Licensee agree that in the case of severe weather, access to the Licensed Premises may be restricted at the sole discretion of the

City. Severe weather refers to dangerous meteorological phenomena with the potential to cause damage to persons or property.

#### 4. Licensee Rights and Obligations.

A. Licensee will comply with any and all applicable IMBA rules and regulations, to the extent the same are not in conflict with this License Agreement.

B. All of Licensee's volunteers that will be doing work on or at the Licensed Premises must register and sign up with, and be approved as a volunteer by, Serve Sugar Land, the volunteer branch of the City. The City's Worker's Compensation insurance covers Serve Sugar Land volunteers.

C. Licensee may solicit funds from private donors, as well as government agencies, through grant writing and fundraising drives, for the Licensed Purposes, to further enhance the single track recreational experience for all user groups. Licensee may allocate such funds to hire consultation for project master planning and design. Any solicitation of grant proposals must be provided to, and approved by, the City's Director of Parks and Recreation prior to submittal. Such approval will not be unreasonably withheld.

D. Licensee is permitted to make approved trail improvements only on the Licensed Premises. These trail improvements will be made only with prior approval and consent by the City.

E. Licensee, in conjunction with the City, will adequately mark all proposed sections of trail and trail improvements and Licensee will obtain written consent from the City prior to commencing any trail construction activities.

#### F. Maintenance.

- i. Licensee will provide regular trail maintenance and volunteers to perform ongoing maintenance of Existing Trails and Future Trails. Maintenance will be performed to keep trails open and passable, as well as to endeavor to mitigate erosion issues, using sustainable trail construction and maintenance techniques.
- ii. Licensee will maintain Existing Trails and Future Trails and make minor changes to maintain their good condition. Maps of the Existing Trails and currently identified Future Trails are attached hereto as Exhibit "A" and incorporated herein by reference.
- iii. Licensee is permitted to use light power tools and hand tools during daylight hours in order to maintain trails. Heavy equipment may be used only with prior approval from the City. For purposes of this License Agreement, "heavy equipment" includes, but is not limited to a mini excavator, small front end loader (skid steer), small ATV, or similar. "Light power tools" are defined as a "weed eater", blowers, chain saws, power pole saws, or hedge trimmers/clippers.
- iv. Licensee may only use chain saws and powered pole saws if hand tools cannot perform the task needed. The operator must show that he/she has had prior

experience with operating that equipment and must follow all safety requirements in the ANSI Z133 American National Standard. The operator must also have obtained a certificate of completion of the OSHA training online course “chainsaw safety”, a minimum of a 1-hour class, or another approved 1-hour class of equivalent nature prior to the use. All proper personal protective equipment (PPE) must be worn at all times, no exceptions. The trail where such work is being performed must be blocked off during this use. A helper or spotter must be present with the operator at all times. For purposes of this License Agreement, “hand tools” are defined as rake, shovel, hand pruner, hand operated pole saw, hand saws/clippers, or similar.

- v. Licensee is not allowed to use “Round-Up” or any kind of herbicides (chemicals) on the Licensed Premises.
- vi. Proper safety equipment must be worn at all times while operating light power tools and hand tools.
- vii. Licensee will provide trail warnings in the form of cones, caution tape, and or a personal spotter when trail work is being performed.
- viii. Licensee may directly contract with a contractor for maintenance of the Existing Trails and Future Trails that is outside the ability of Licensee to perform directly. Prior to entering into such contracts Licensee will consult with the City to see if the City would prefer to contract directly for the work and also provide the City with the full scope of work. If the City consents, in writing, to Licensee contracting directly for the work and to the scope of work, Licensee will include in any contract it enters into for the work that the contractor will be subject to the same insurance requirements Licensee is subject to under this License Agreement. This includes, but is not limited to, listing the City as a certificate holder and providing an endorsement adding the City as an additional insured. Licensee will provide copies of any such executed contracts to the City.
- ix. Licensee may, with written permission from the City’s Parks and Recreation Department, install a maintenance storage container in an area close to the Brazos River Park bike trails. Prior to such installation, and as a condition to receive permission from the City, Licensee must make a written request to the City that includes the proposed location and size of the storage container, as well as any other documentation that may be required by the City.

G. Licensee will work with the City’s Parks and Recreation Department to coordinate complete trail closures due to weather or long term repairs. The City’s Parks and Recreation Department has final approval over any such trail closures.

H. If any Existing Trail(s) or Future Trail(s) enters into a state of being unsafe or un-ridable, Licensee will be held responsible for the return of such trail(s) to a satisfactory, usable condition. If the City deems one or more trails unsafe or unfit for riding, that trail will be closed until conditions improve or are repaired to a safe and rideable condition, to the City’s satisfaction

I. All Existing Trails and Future Trails subject to this Licensee Agreement will be formally inspected by Licensee on not less than a quarterly basis to ensure that the trails are

being maintained and remain safe and usable. Licensee will send reports of such inspections to the Parks and Recreation Director or Assistant Director on a quarterly basis.

J. Licensee must follow the IMBA Guidelines for a Quality Trail Experience, GQTE for trail maintenance standards for any other items that are not specifically addressed in this License Agreement.

K. Licensee will promote proper trail etiquette and provide educational instruction to its members and other trail users in the community to encourage safe and reasonable trail usage and to prevent user conflict. Such etiquette and educational information may include, but is not limited to, posting educational materials online and providing sample wording for warning signs.

L. Licensee will provide technical support and assistance to the City on other off-road bicycling related work projects, and discuss and identify opportunities for cooperation on mutually beneficial projects, programs, and activities.

M. Licensee will not use the City's logo in any marketing or other materials. Licensee may use the City's name for promotional purpose only with the written consent of the City. No use of the City's name may be made for any commercial purpose.

#### **5. City Rights and Obligations.**

A. The City will make available the Licenses Premises to the Licensee for the Licensed Purposes.

B. The City will promote off-road cycling related recreational and educational activities, in its sole discretion.

C. The City will provide some maintenance for the Licensed Premises, to the extent the needed maintenance is not delegated to Licensee hereunder or exceeds the scope of Licensee's authorization herein. No evening or weekend maintenance will be performed by City staff.

D. The City may support its single track trails by providing signage and informational kiosks as necessary, and in its sole discretion, to increase the community's recreational experience. Nothing herein will be construed to obligate the City to spend funds on such signs and kiosks.

E. The City acknowledges that the Licensed Premises are not appropriate for the use of motorized off-road vehicles. The City will make reasonable effort to enforce its ordinances, rules, and regulations that prohibit the operation or parking of any motorized vehicle in an area not specifically designated or intended to be used for the parking or movement of motorized vehicles. Provided, however, the City will have no liability to Licensee for failure to enforce such ordinances, rules, and regulations.

F. Nothing herein will be construed to obligate the City to spend or otherwise allocate funds for the Licensed Purposes for the Licensed Premises.

6. **Future Trails; Re-Routes.**

A. New single track trail segments proposed by Licensee must be approved by the City's Parks and Recreation Director in writing. Requests for new trails by Licensee must include the location on a map, projected route, distance, and estimated difficulty rating.

Minor re-routes of Existing Trails may be done by Licensee with prior written approval of the City's Director or Assistant Director of Parks and Recreation.

B. Licensee will use the IMBA Trail Difficulty Rating System as a standard for rating the trails. Nothing rated over "More Difficult" (Blue Square) will be allowed.

C. Licensee will flag any proposed route or re-route for new trail on site and the City's Parks and Recreation Department must be notified for review and approval prior to starting any work.

D. Licensee will avoid the unnecessary removal of foliage when building a trail. Any living tree with a trunk diameter greater than 3 inches (diameter at chest height or DBH) will not to be removed unless approved by the City in writing. Trees requested for which removal is requested must be flagged for identification and approval prior to being removed.

E. Trails must be easy and intuitive to follow with clear entry and exit points.

F. Within thirty (30) days of receiving a request from Licensee for the construction of a new trail or a walkthrough, the City's Parks and Recreation Department will notify Licensee in writing of its approval or denial of such a request. Provided, however, if there is a concern that a trail segment could cause opposition from surrounding residents, this 30-day timeframe may be exceeded to receive community and/or PARCS Board input. If the proposed trail is within 35 feet of the back fence of an adjacent property, the owner will be notified by City staff. If the proposed new trail is in a park with no other trails, or would be a major change to an existing trail, the proposed route will be presented to the PARCS Board for review and comment.

G. Any modifications to a new trail must be performed by Licensee before the trail is opened.

H. Licensee must follow IMBA Guidelines for a Quality Trail Experience, GQTE for new trail construction.

I. All new trail construction must minimize future erosion and minimize tree removal.

7. **Rogue Trails.**

A. Licensee will abstain from and discourage rogue trail building on the Licensed Premises. Any rogue trails discovered to be constructed on the Licensed Premises will be destroyed or removed by Licensee within fifteen (15) days after their discovery.

B. Licensee will report rogue trail activity to the City's Parks and Recreation Department the next business day after discovering such activity. Licensee will take active steps to prevent rogue trails through its social media and physical trail remediation. This includes, but is not limited to, blocking undesired and/or unapproved trail routes with branches or barricades to prevent continued access.

C. Licensee may not take any action, other than that provided in this Section 7, to prevent rogue trails or discourage rogue trail building. If Licensee observes persons constructing rogue trails, it may not take any action to stop or interfere in such construction, but will instead notify the City's Parks and Recreation department in accordance with 7(b) above.

#### **8. Trail Features.**

A. As used in this License Agreement, "trail features" means the technical trail features, whether natural, enhanced, or constructed, that make up single track trails in the City. Examples of trail features include, but are not limited to, rollers, berms, bridges, and jumps.

B. All trail features must meet the insurance underwriting requirements of Licensee's insurance policy provided hereunder.

C. All features that are targeted to, or most safely used by, riders with advanced skills must have "ride-around" alternatives.

D. Bridges that are designed to get users over a wet location, and that do not have a ride around, must be a minimum of 36" wide.

E. All exceptions to these criteria must be approved by the City's Parks and Recreation Director or Assistant Director before construction begins.

F. Unapproved or unacceptable trail features will be destroyed or removed by Licensee within forty-eight (48) hours after their discovery.

G. Trail features may be constructed or improved along existing trails to add interest and create variety.

H. Trail features will be maintained by Licensee to a good, safe, rideable quality. Features that are not maintained or become unsafe will be removed.

I. The City may remove any and all unapproved trail features or existing trail features that have become unsafe, in its sole discretion.

J. All trail features must be submitted (drawings and specifications with dimensions) to the City and receive written approval prior to implementation and completion. The City must be notified when such trail features are installed, and City inspection and approval is required before the trail features will become permanent.

9. **Trail Signs.**

A. Trail informational signage is subject to the City's ordinances, rules, regulations, and policies. Any signage requested by Licensee must be approved in writing by the City's parks and Recreation Director. All costs, including design and installation, will be at the expense of Licensee, and upon installation such signs will become City property.

B. Approved signage must be clear, visible, and unobtrusively placed at approved trailheads.

C. Signs must use natural colors so that they are in harmony with natural areas.

10. **Termination.**

A. Either party may terminate this License Agreement at any time during the then current term, with or without cause, by giving the other party written notice at least thirty (30) days prior to the termination date.

B. If any part of the Licensed Premises is so damaged or destroyed by Licensee's use so that it may not be used for its intended purpose, as determined by the City, this License Agreement will immediately terminate on the date of the damage or destruction.

11. **Damage to Licensed Premises.**

Licensee shall immediately notify the City of any and all damages resulting from, arising out of, or caused to the Licensed Premises, including, but not limited to, damages to the single track trails and landscaping which is caused by Licensee, its authorized representatives, agents, and invitees, Licensee agrees to pay and to be liable and solely responsible for any and all damages to the Licensed Premises resulting from or relating in any way to the use of the Licensed Premises by Licensee or its authorized representatives, agents, and invitees. The costs and the repair of all such damages and such repairs shall be completed in a timely manner acceptable to City. The foregoing shall survive any termination of this License Agreement for a period of one (1) year from the date of termination.

12. **Representations; Condition of Licensed Premises.**

**A. THE CITY MAKES NO WARRANTY OR REPRESENTATION TO LICENSEE OF ANY KIND (EXPRESS OR IMPLIED) REGARDING THE SUITABILITY OF OR COMPLIANCE WITH APPLICABLE LAWS BY THE LICENSED PREMISES, OR ANY PORTION THEREOF, FOR ANY ASPECT OF THE USE LICENSEE EXPECTS OR INTENDS TO MAKE OF THE LICENSED**

**PREMISES. ACCORDINGLY, LICENSEE ACKNOWLEDGES AND AGREES THAT IT HAS MADE AN ADEQUATE INVESTIGATION AND INSPECTION OF THE LICENSED PREMISES AND HAS MADE ITS OWN DETERMINATION REGARDING THE SUITABILITY OF THE LICENSED PREMISES FOR LICENSEE'S PROPOSED USE AND IS SATISFIED WITH THE CONDITION, FITNESS, AND ORDER THEREOF.**

**B. LICENSEE ACCEPTS THE LICENSED PREMISES "AS-IS". THE CITY MAKES NO REPRESENTATION TO REPAIR ANY EXISTING DEFICIENCIES. COMMENCEMENT OF THE USE OF THE LICENSED PREMISES BY LICENSEE SHALL BE CONCLUSIVE THAT THE LICENSED PREMISES WAS IN GOOD REPAIR AND SATISFACTORY CONDITION, FITNESS, AND ORDER WHEN SUCH USE COMMENCED.**

C. Licensee shall maintain the Licensed Premises in compliance with all applicable local, state, and federal laws and rules and in a manner which will not interfere with the City's or the public's reasonable use of the Licensed Premises. Upon cancellation or termination of this License Agreement, Licensee shall immediately remove its personal property, if any, from the Licensed Premises. Should Licensee fail to remove any personal property by the required date, the City may elect to retain possession of the property, sell the property and keep the proceeds, or have the property moved at the expense of the Licensee.

D. Upon termination of this License Agreement, Licensee shall leave the Licensed Premises in substantially the same condition as received, except for enhancement, improvements, and ordinary wear and tear.

E. Licensee shall not store any materials on the Licensed Premises, without prior written approval from the City's Parks Department.

F. Licensee shall keep the Licensed Premises free of debris and anything reasonably determined to be of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference.

G. Licensee shall not make any alterations or improvements to the Licensed Premises, save and except for those specifically authorized herein.

**13. Compliance with Laws.**

Licensee's use of the Licensed Premises shall at all times comply with all laws, ordinances, rules, regulations, orders, or directives of any governmental authority, and will not commit or allow to be committed any public or private nuisance on the Licensed Premises. This includes securing and maintaining all necessary permits, if any.

**14. Complaints.**

Licensee shall be solely responsible for responding to and resolving, to the City's satisfaction, any complaints regarding, arising from, or related to, the Licensee use of the Licensed Premises.

**15. Claims.**

**The City shall not be liable for any claims, losses, or actions (including attorney's fees) for any injury to a person or damage to or loss of property on or about the Licensed Premises in connection with the license granted hereunder, caused by Licensee, its agents, employees, invitees, or by any other person entering or using the Licensed Premises under express or implied invitation of Licensee, or arising out of Licensee's use of the Licensed Premises. Licensee agrees to use reasonable efforts to include in its contracts with any third parties the obligation for such parties to indemnify and hold City harmless from any and all loss and expense (including without limitation, attorney's fees) resulting from claims and damages caused by, arising out of, or incurred in connection with, the exercise by Licensee of its rights under this License Agreement**

**16. Indemnity.**

**LICENSEE HEREBY COVENANTS, REPRESENTS, AND RELEASES THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, AND THE AFFILIATES OF AND PERSONS AND ENTITIES RELATED TO ALL OF THE FOREGOING, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH INVESTIGATING, PREPARING, PROSECUTING OR SETTLING ANY LEGAL OR ALTERNATIVE DISPUTE RESOLUTION ACTION OR PROCEEDING), EXPENSES, LIABILITIES, ASSESSMENTS, TAXES, COSTS, FEES, LIENS, PENALTIES, FINES, LOSSES, DAMAGES, JUDGMENTS, OR PENALTIES OF WHATEVER NATURE OR DESCRIPTION, WHETHER KNOWN OR UNKNOWN (COLLECTIVELY "LIABILITIES") INCURRED BY ANY CITY-RELATED PARTY, WHICH LIABILITIES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, AROSE FROM OR MAY IN THE FUTURE ARISE FROM, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:**

**A. LICENSEE'S EXERCISE OF ITS RIGHTS UNDER THIS LICENSE AGREEMENT;**

- B. LICENSEE'S ACTIVITIES UNDER THE LICENSE, INCLUDING ANY DELIBERATE, INTENTIONAL, RECKLESS, AND/OR NEGLIGENT ACT(S) OR OMISSION(S) OR WILLFUL MISCONDUCT OF LICENSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, OR INVITEE OF LICENSEE AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS LICENSE AGREEMENT; AND**
- C. LICENSEE'S USE, OCCUPATION, MANAGEMENT, IMPROVEMENT, ENHANCEMENT, ADDITION TO, MAINTENANCE, CONSTRUCTION, OR DEVELOPMENT OF THE LICENSED PREMISES.**

**FOR PURPOSES OF THIS INDEMNITY AND RELEASE, THE TERM "ARISE FROM" MEANS OCCURS IN CONNECTION WITH OR AS A RESULT OF OR IS CAUSED BY.**

**17. Insurance.**

Licensee shall procure and maintain throughout the term of this License Agreement insurance in the types and amounts shown on attached Exhibit "B", which is attached to and incorporated herein by reference. Licensee agrees that it will include City as an additional insured.

**18. No Real Property Interest.**

Licensee's rights are limited to use of the Licensed Premises for the Licensed Purposes, and Licensee's rights to use the Licensed Premises for the Licensed Purposes are limited to the specific license rights created by this License Agreement, which creates only a license. The City does not by this instrument intend to create a lease, easement, or other real property interest. Licensee shall have no real property interest in the use of the Licensed Premises for the Licensed Purposes. This License Agreement will not be recorded by either party hereto.

**19. Miscellaneous.**

A. Entire Agreements and Amendments. This License Agreement sets forth all of the understandings of the parties. No modifications of this License Agreement shall be allowed without the written consent of both City and Licensee.

B. Unlawful Use. Licensee and its employees and agents must not use or knowingly allow any other person to use the Licensed Premises in violation of any federal, state, county, or local regulation, order, law, or ordinance applicable to the Licensed Premises.

C. Notices. Any notice given under this License Agreement must be in writing and may be sent by mail; be delivered in person to the Licensee, its officers, employees, or agents; be posted on the Licensed Premises; by mail or courier, or by telecopier; addressed as follows, or as the City or Licensee may hereafter designate by written notice:

To the City: Director of Parks & Recreation  
City of Sugar Land  
PO Box 110  
Sugar Land, Texas 77487

To Licensee: David Burdette  
Fort Bend Mountain Bike Association  
1210 Oak Glen Lane  
Sugar Land, TX 77479  
(713) 320-1356  
Dave.burdette1@gmail.com

With a Copy to: Diana Vargas-LE  
Fort Bend Mounnty Bike Association  
1114 Kerri Ct.  
Sugar Land, TX 77479  
(832) 878-2422  
drvargasle@hotmail.com

D. Assignment, Transfer, and Sublicense. The license granted herein is personal to Licensee. Licensee may not sell, assign, or transfer this License Agreement or sublicense any portion of the Licensed Premises to any other person.

E. No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this License Agreement or shall have any right or cause of action hereunder.

F. Submission of License Agreement and Authority. The submission of this License Agreement for examination does not constitute an offer to license the Licensed Premises, and this License Agreement becomes effective only upon the full execution by City and Licensee. Licensee warrants to City that the person or persons executing this License Agreement on behalf of Licensee has the full right, power, and authority to enter into and execute this License Agreement on Licensee's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this License Agreement.

G. Subject to Appropriations/Statutory Limitations. Any obligation or liability of the City arising in any way from this License Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage limits and notice requirements provided for in state law, including the Tort Claims Act. This License Agreement is not intended to create any rights or causes of action in any third parties or to increase the City's liability above the limits established by law.

H. Governing Law. This License Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are to be performed, and exclusive venue shall lie, in Fort Bend County, Texas.

I. Severability. In case any one (1) or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that provision shall not affect any other provision hereunder.

J. Survival. The provisions of this License Agreement relating to indemnification shall survive any termination or expiration of this License Agreement. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License Agreement shall also survive such termination or expiration.

K. Captions. The captions contained in this License Agreement are inserted for convenience only and are not intended to be part of this License Agreement. Such captions shall not affect or be utilized in the construction or interpretation of this License Agreement.

L. Relationship of City and Licensee. It is expressly understood that the City shall not be construed or held to be a partner, co-venturer, agent, or associate of the Licensee; it being expressly understood that the relationship between City and Licensee is and shall remain at all time that of a licensor and licensee.

M. No Enforcement Authority. Nothing contained herein delegates any of the City's regulatory authority or oversight over the Licensed Premises to Licensee. Licensee has no authority over other users of the Licensed Premises, and no authority to enforce provisions of this Agreement as to third parties, even if such persons are cutting rogue trails or otherwise committing destruction of the Licensed Premises.

IN WITNESS WHEREOF, this License Agreement has been duly executed as of the dates set forth below the signature lines for the parties hereto, but is made effective for all purposes as of December 18, 2024 (the "Effective Date").

*[Signature Page Follows]*

**FORT BEND MOUNTAIN BIKE  
ASSOCIATION ("LICENSEE")**

By: David Burdette  
Name: David Burdette  
Its: Chairman FBMBIA  
Date: 9/23/2024

**CITY OF SUGAR LAND ("CITY")**

By: [Signature]  
Name: Mit Gumb  
Its: City Manager  
Date: 11-21-24

ATTEST:

Linda Mendenhall  
Linda Mendenhall, City Secretary

APPROVED AS TO FORM:

Attachments:

- Exhibit A - Maps of Existing and Future Trails
- Exhibit B - Insurance Requirements

**EXHIBIT A**

Maps of Existing and Future Trails

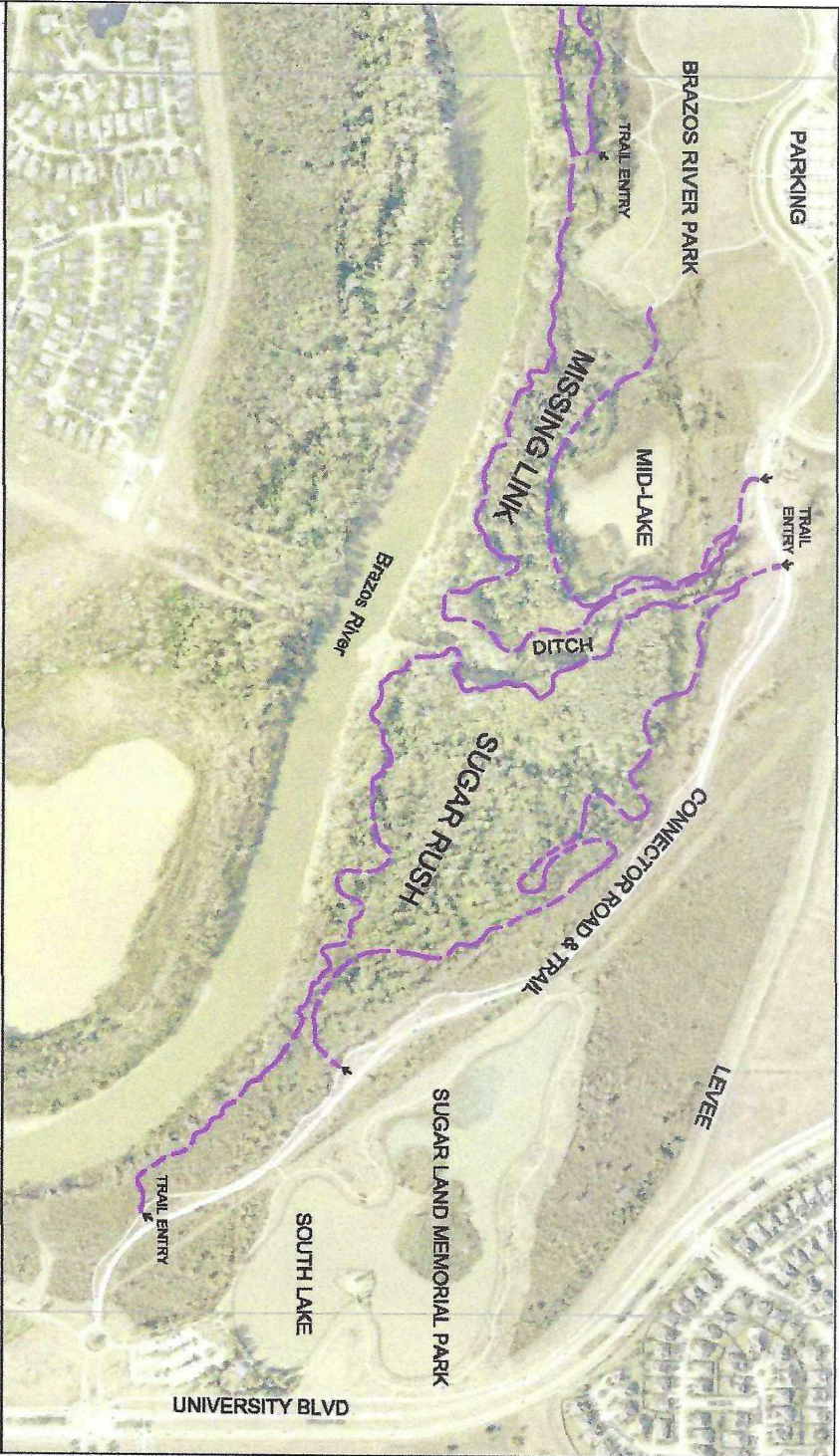
*(See Attached)*



**BRAZOS RIVER PARK MOUNTAIN BIKE TRAILS**

— MOUNTAIN BIKE TRAIL, 2.0 MILES  
 CITY OF SUGAR LAND | PARKS AND RECREATION



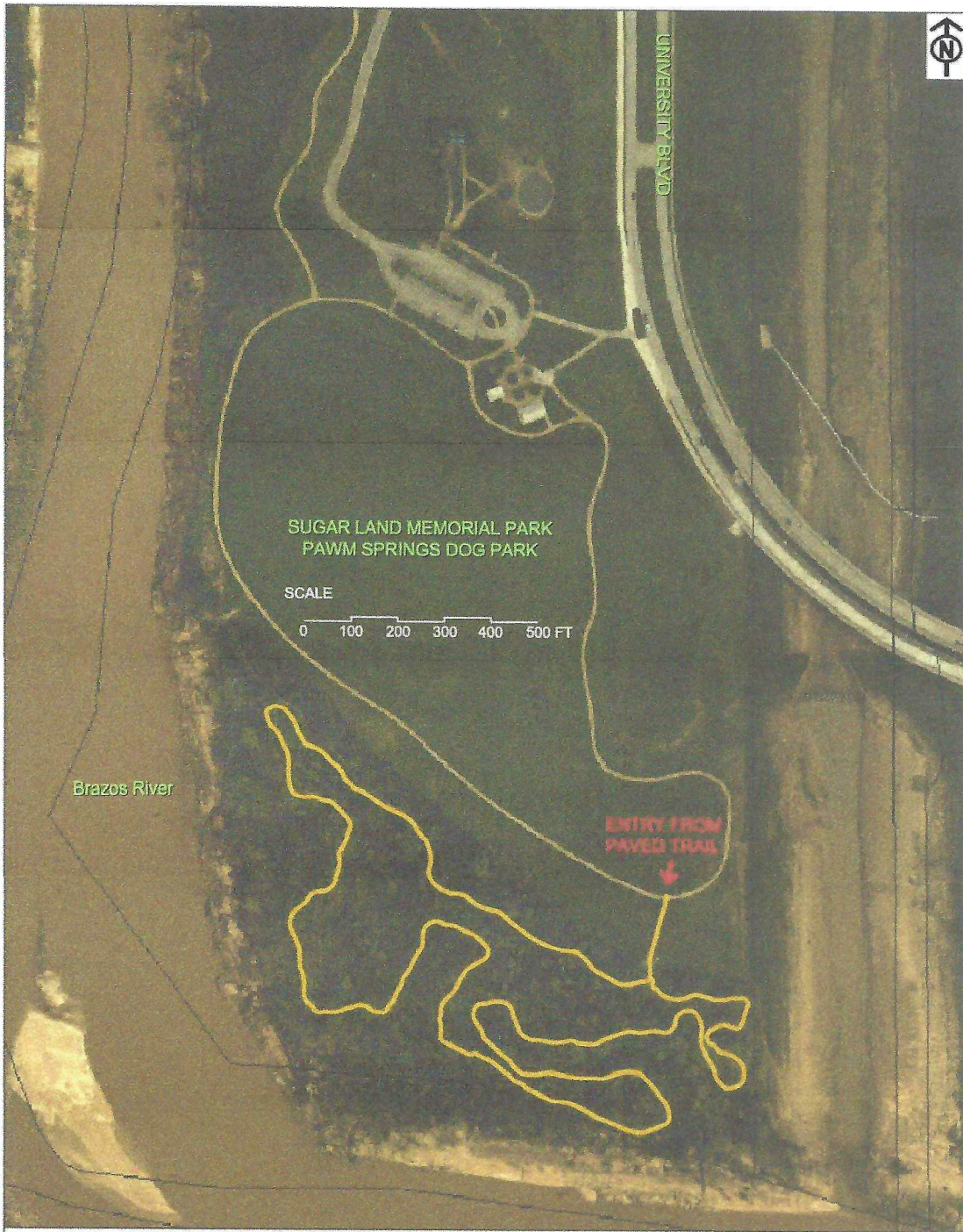


**BRAZOS RIVER PARK MOUNTAIN BIKE CONNECTOR TRAIL**

--- MOUNTAIN BIKE TRAIL, ONE WAY DIRECTION, COUNTERCLOCKWISE, 3.2 MILES  
 CITY OF SUGAR LAND | PARKS AND RECREATION



APRIL 2022



## JUSTIN P. BRINDLEY MOUNTAIN BIKE TRAIL

MOUNTAIN BIKE TRAIL, 1.0 MILE

CITY OF SUGAR LAND | PARKS AND RECREATION

MAY 2020



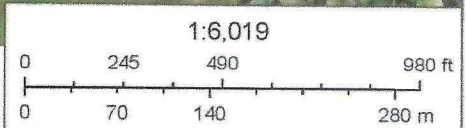




# RIVERPARK MOUNTAIN BIKE TRAIL

MOUNTAIN BIKE TRAIL: TOTAL 5.4 MILES  
 CITY OF SUGAR LAND | PARKS AND RECREATION





## BRAZOS RIVER WEST END MOUNTAIN BIKE TRAIL

MOUNTAIN BIKE TRAIL, 2.7 MILE  
 CITY OF SUGAR LAND | PARKS AND RECREATION





## City Council Agenda Request

NOVEMBER 19, 2024

**AGENDA REQUEST NO:** IV.A.

**AGENDA OF:** City Council Meeting

**INITIATED BY:** *William Hajdik, Assistant Director of Parks and Recreation*

**PRESENTED BY:** *William Hajdik, Assistant Director of Parks and Recreation*

**RESPONSIBLE DEPARTMENT:** Parks and Recreation

**AGENDA CAPTION:**

Consideration of and action on authorization of a License Agreement with Fort Bend Mountain Bike Association, for the use, enhancement, and development of the City's single track mountain bike trails.

**RECOMMENDED ACTION:**

City staff recommends the approval of a second License Agreement between Fort Bend Mountain Bike Association and the City of Sugar Land for the continued use, enhancement, and development of the City's single-track mountain bike trails in Sugar Land.

**EXECUTIVE SUMMARY:**

**Background:**

The City of Sugar Land (City) parks system includes hundreds of acres of undeveloped land. Many of the areas, including along the Brazos River and Oyster Creek, are difficult to access for the enjoyment of residents and visitors. Before the original license agreement with the Fort Bend Mountain Bike Association (FBMBA) was approved in 2019, off-road bicyclists discovered some of these areas and started developing and riding trails in a number of locations—sometimes resulting in Parks staff receiving inquiries from residents who lived near areas where some of the unapproved trail work was being done. With that, resident concerns, as well as those of the Parks Department, spurred dialogue between Parks staff and bicyclists regarding the activities that were occurring on City park land.

The 2018 Parks, Recreation, and Open Space Master Plan identifies nature/natural surface trails as a high priority based on the desires of citizens as expressed in the survey data compiled as part of the community input process. It is important to note that bike riding is not prohibited in the parks, and cycling is a great exercise. Therefore, the Department is not opposed to the riding and work of cyclists. However, the City needs to be aware of what is happening to ensure conditions are safe in the parks and that neighboring homeowners are not negatively impacted.

Accordingly, in 2019, it was determined that the cyclists should form a recognized and organized group that could work with the Parks Department for development and maintenance of a recognized trails system. As such, the bicyclists formed the FBMBA, a 501(c)(3) non-profit under the umbrella of the International Mountain Bicycling Association (IMBA). FBMBA elected a Chair and Vice Chair, who were, and are, the spokespersons and liaisons to the City. The City's Legal Department drafted a License Agreement between FBMBA and the City for the development and maintenance of the trails, and the City's Risk Manager provided insurance requirements for the organization. The PARCS Board voted to recommend the original license agreement to City Council on November 12<sup>th</sup>, 2019. The agreement was then approved at City Council in December of 2019 and went into effect. The original license agreement is set to expire on or around December 18<sup>th</sup>, 2024.

**New Agreement Update:**

The City and FBMBA would like to enter into a second License Agreement to continue to enhance and develop the City's single-track mountain bike trails. This new agreement builds upon the original 2019 agreement. The success of the initial partnership led to the expansion of FBMBA's efforts and responsibilities. FBMBA will continue to maintain existing trails, including the Brazos

River Park Trail, Brazos River Park Connector Trail, Brindley Trail, River Park Trails, and Oyster Creek Bike Trail. The agreement also covers potential future developments such as the Brazos River West End Trail, ensuring a framework for the development, maintenance, and restoration of new trails.

FBMBA has been a very successful partner to the City under the original agreement. In Fiscal Year 2024 alone, FBMBA volunteers put in over 2,000 volunteer hours. They successfully made repairs to the trails along the Brazos River from the river rising back in February, assisted with the Velosolution Pump Track World Qualifying Race in June, assisted with the recent Hurricane trail repair efforts, participated in multiple races this year alone including the 3<sup>rd</sup> Annual Sugar Land Classic Race back in May, and performed weekly trail maintenance and quarterly inspections of all the approved mountain bike trails. The success of the original agreement allows for hundreds of mountain bike riders a year to ride on over 15 miles of mountain bike trails in the City's park system.

Both the City and FBMBA will work closely to ensure trails remain safe, enjoyable, and sustainable for all users. The agreement provides a five-year term with the option for five one-year extensions, subject to approval by the City Council. City staff presented this agreement to PARCS board on 10/8/24, and the board voted to approve staff's recommendation to City Council.

City staff recommends the approval of a second License Agreement between Fort Bend Mountain Bike Association and the City of Sugar Land for the continued use, enhancement, and development of the City's single-track mountain bike trails in Sugar Land.

**BUDGET**

**EXPENDITURE REQUIRED:** N/A

**CURRENT BUDGET:** N/A

**ADDITIONAL FUNDING:** N/A

**FUNDING SOURCE:**N/A

**ATTACHMENTS:**

	<b>Description</b>	<b>Type</b>
☐	<a href="#">FBMBA License Agreement</a>	Contracts
☐	<a href="#">FBMBA Signed Page</a>	Contracts
☐	<a href="#">Exhibit A - Maps of Existing and Future Trails</a>	Other Supporting Documents



## City Council Agenda Request May 5, 2026

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**Agenda Request No:** VII.D.

**Agenda of:** City Council Meeting

**Initiated by:** Mitchell Davies, Director of Aviation

**Presented by:** Mitchell Davies, Director of Aviation

**Responsible Department:** Airport

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**Agenda Caption:**

**SECOND CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2404:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, APPROVING THE UPDATE OF THE AIRPORT RATES AND CHARGES.

**Recommended Action:**

Approval of Ordinance No. 2404 First Reading to update the Airport Rates and Charges.

**Executive Summary:**

Ordinance No. 2404 proposes an update to the Airport's fuel discount program by introducing a new B6 tier for based customers purchasing 500,000 or more gallons of Jet-A fuel annually. As fuel sales represent the Airport's primary revenue source, the pricing structure is designed to incentivize higher fuel volume purchases by offering progressively larger discounts.

Currently, the Airport's fuel discount program is divided into Based and Transient customer categories, with five existing based tiers (B1–B5) providing discounts up to \$1.05 per gallon off retail for purchases exceeding 300,000 gallons annually. Historically, no based customer has significantly exceeded this threshold.

However, with the recent relocation of Chevron's corporate fleet to Sugar Land, fuel purchasing activity has demonstrated the potential to exceed and maintain 500,000 gallons annually. In response, staff evaluated the feasibility of a higher discount tier to appropriately recognize this level of business. The proposed B6 tier offers a \$1.30 per gallon discount, and a detailed financial analysis confirmed that this level remains consistent with the Airport's fuel discount policy and maintains overall profitability.

The B6 tier will be available to any based customer meeting the 500,000-gallon threshold, though Chevron is currently the only qualifying customer.

Below represents the proposed Based Volume Discount Tiers:

<b>Discount</b>	<b>Volume (Gal.)</b>	<b>Discount (\$)</b>
B1	<10,000	\$0.25 off retail
B2	10,000 - 19,999	\$0.45 off retail
B3	20,000 - 99,999	\$0.65 off retail
B4	100,000 - 299,999	\$0.85 off retail
B5	300,000 - 499,999	\$1.05 off retail
B6 (Proposed)	500,000 +	\$1.30 off retail

Additionally, staff identified and corrected several previously misaligned discount tiers, ensuring full consistency with the Airport’s adopted fuel discount policy.

Airport staff presented these updates to the Finance Audit Committee on April 2, 2026, where the proposed revisions to the Rates and Charges were reviewed and discussed. If approved, the second reading will be on May 5, 2026.

**Budget**

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**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. Ord 2404 airport amendments FY26

**ORDINANCE NO. 2404**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS AMENDING THE FEE SCHEDULE BY AMENDING SUGAR LAND REGIONAL AIRPORT FEES AND CHARGES IN SECTION 2-139(B) CHAPTER 2, ARTICLE V, DIVISION 4 (FEES FOR VARIOUS CITY SERVICES).**

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

**Section 1.** That section 2-139(b) is amended to read as follows:

**DIVISION 4. - FEES FOR VARIOUS CITY SERVICES**

**Sec. 2-139. Public property use fees.**

(b) *Sugar Land Regional Airport fees and charges:*

(1) Fuel and petroleum products pricing (Operational expenses and discount categories/rates to be determined annually through budget process to meet the annual operating requirements of the airport):

Customer	Price
Retail Price of Fuel	Cost of fuel sold (COFS) + applied margin rate
Government	COFS without tax + applied margin rate

(2) Fuel Discount programs:

a. Transactional Discounts:

<b>Jet A</b>	
Discount Category	Discount (per gal)
Less than 250 gal	0.00
250-749 gal	0.20
750 gal or more	0.45

<b>Avgas</b>
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Discount Category	Discount (per gal)
Less than 25 gal	0.00
Between 25 – 99.9 gal	0.25
100 gal or more	0.50

The director of aviation or designee may offer a \$0.03-\$0.05 discount per jet fuel gallon in addition to the current discounts if there is a situation where a customer is asking for an additional discount in order to take a larger fuel load.

b. Volume discount programs: (based on previous year's purchases)

<b>Jet A Volume Discounts*</b>	
Annual Volume	Discount (per gal)
10,000 – 19,999 gal	0.20
20,000 – 99,999 gal	0.40
100,000 – 299,999 gal	0.60
300,000 gal or more	0.80

\*Jet A Volume customer must use fuel provider credit card to receive discount

<b>Avgas Volume Discounts</b>	
Discount Category	Discount (per gal)
Itinerant Volume (1,000 gal annually)	0.35
Based Volume (1,000 gal annually)	0.55

c. Based customer discount programs:

<b>Jet A Based Customer Volume Discount*</b>	
Discount Category	Discount (per gal)
Less than 10,000 gal	0.25
10,000 – 19,999 gal	0.45
20,000 – 99,999 gal	0.65
100,000 – 299,999 gal	0.85

300,000 – 499,999 gal	1.05
500,000 or more	1.30

\*Jet A Based transactional customer must use fuel provider credit card to receive discount

<b>Avgas Based Transactional Discount</b>	
Discount Category	Discount (per gal)
Less than 25 gal	0.25
Between 25-99.9 gal	0.45
100 gal or more	0.85

d. Airport Management is authorized to adjust the Margin Rate for any fuel type during the year to ensure the margin does not fall below the established minimum margin revenue approved by City Management.

- (3) Self-Fueling facility fuel flowage fee = \$0.50 per gallon.
- (4) Oil: Cost + 100% + 8.25% sales tax
- (5) Leases:

Type	Price
T-Hangars	\$0.50/square foot/month
Banks A and B	\$483.00/month plus one month's rent deposit
Banks C and D	\$587.00/month plus one month's rent deposit
Bank E	\$640.00/month plus one month's rent deposit
Bank F	\$774.00/month plus one month's rent deposit
Hangar 104	\$2,950.00/month
Hangar 105	\$2,750.00/month

Hangars 106 and 107	\$750.00/month
Airport community hangars	\$0.75/square foot/month (\$1,237.50/month minimum)
Tie downs	\$120.00/month
Long-term hangar leases	Negotiable (approved by city council)
Short-term land lease	\$250.00/month
Long-term land leases	Negotiable (approved by city council)
Pipeline easement	Negotiable (approved by city council)

(6) Other space rental:

Type	Price
Occupying Tenant Maintenance Hangar without a Reservation	\$50 per calendar day after hangar reservation expires
Airport office space	\$1.75/square foot/month
Transient hangar storage:	
Heavy, Super Heavy, Transport	\$360.00/night plus ramp fee if applicable
Light turbo and up	\$240.00/night plus ramp fee if applicable
Piston	\$120.00/night plus ramp fee if applicable

(7) Miscellaneous aviation fees:

Type	Price
135 commercial aircraft fee <30 people	\$720.00/trip
135 commercial aircraft fee 30+ people	\$1,200.00/trip

Administrative fee	\$60.00/invoice
Aircraft jump start	\$12.00/jump—One free every six months
Avgas Surcharge – less than 15 gallons	\$12.00
Mobile aircraft washing permit fee	\$150.00/year
Mobile aircraft maintenance permit fee	\$30.00/aircraft serviced/week
Flying club permit fee	\$12.00/member/year
Car rental concession fee—Onsite	Negotiable (approved by city council)
Car rental concession fee—Offsite	15% on-airport gross income
Gift shop concession fee—Onsite	Negotiable (approved by city council)
Maintenance processing fee—Onsite	Ten percent of monthly gross revenue
Car wash service	Negotiable (approved by city council)
Catering processing fee—Onsite	Negotiable (approved by city council)
Catering processing fee—Offsite	15% pre-tax invoice total
Crew car coverage	\$60.00/hour—First two hours free
Customs agent call-out fees	\$336.00/service
Customs clearance fees:	
One to three passengers	\$300.00
Four to six passengers	\$420.00
Seven to ten passengers	\$600.00
11 + passengers	\$60.00/per additional person

Helistop/heliport permits:	
Annual	\$600.00/site/year + \$360.00 deposit
Temporary—Fewer than ten days	\$120.00/site
Temporary—Ten to 180 days	\$360.00/site
Airfield escort	\$84.00/man-hour
Incident response fee	\$600.00/hour; \$120.00/hour thereafter + recovery expenses
Incident/after-hours call-out fees	\$120.00/hour/person
International garbage	\$210.00/service
Lost key replacement	\$60.00/key
Parcel storage fee	\$30.00/week; One-week minimum
Pipeline field escort	\$84.00/hour/person plus \$24.00 equipment use
Returned check fee	Subsection 2-140.
Spill clean-up fee	\$300.00/barrel of absorbent + any fines incurred
Airport access card - new	no charge
Airport access card –additional cards	\$60.00
Airport access card – replacement	\$30.00
Toll violations in crew car	As billed/violation plus \$60.00 administrative fee
Towing	\$54.00/tow
Pull-out/push-back	\$12.00/service

Unlimited pull-outs/push-backs	\$60.00/month
Valet covered parking	\$9.00/day; \$54.00/week; \$120.00/month The director of aviation or designee may waive or discount valet covered parking fees as a promotional tool to promote the use of the covered parking.

(8) FBO service fees:

Ground power unit	\$18.00/15 minutes (15 minutes free with fuel)
Lavatory fees	\$60.00/service
Dishwashing	\$25.00/per bin
Potable Water Service (per request)	\$35.00 (waived for Jet A Volume Discount purchasers of 300,000 gallons or more)

The director or designee has the authority to waive FBO service fees for negotiation purposes to bring in additional business.

(9) Ramp fees:

- a. Ramp fees per day/overnight (charged by aircraft category and waived with purchase of minimum fuel load). The director or designee has the authority to waive ramp fees for negotiation purposes to bring in additional business.

	Minimum Gallons	Ramp Fee
Transport aircraft type	400	\$780.00
Super heavy jets	300	\$420.00
Heavy jet aircraft	200	\$300.00
Medium jet aircraft	150	\$240.00

Light jet aircraft	100	\$180.00
Very light jet (VLJ) aircraft	75	\$120.00
Heavy turboprop	75	\$120.00
Medium turboprop	60	\$96.00
Light turboprop	50	\$72.00
Heavy twin (AvGas)	30	\$60.00
Light twin engine (AvGas)	30	\$48.00
Single engine—Light aircraft (AvGas)	5	\$12.00

b. Special events ramp fee\* per day/overnight (charged by aircraft category and waived with purchase of minimum fuel load)

Reservation deposit, non-refundable, 10% charge for modification/cancellation:

Jets/turbine aircraft ...\$2,500.00  
Piston/single engine ...\$500.00

\*For this fee, "special event" means a sporting, cultural, business or other type of unique activity, occurring for a limited or fixed duration and presented to a live audience. Activities that are sponsored by the city are not deemed special events.

	Minimum Gallons	Ramp Fee
Transport aircraft type	500	\$5,000.00
Super heavy jets	500	\$4,500.00
Heavy jet aircraft	500	\$3,000.00
Medium jet aircraft	300	\$2,000.00

Light jet aircraft	200	\$1,500.00
Very light jet (VLJ) aircraft	150	\$1,200.00
Heavy turboprop	100	\$1,000.00
Medium turboprop	100	\$1,000.00
Light turboprop	75	\$1,000.00
Heavy twin (AvGas)	40	\$600.00
Light twin engine (AvGas)	40	\$600.00
Single engine—Light aircraft (AvGas)	20	\$600.00

The director of aviation or designee may waive or discount ramp fees to customers attending Houston area conferences as a promotional tool to promote the airport/FBO during a specific time period in advance and not longer than a week at a time.

(10) T-hangar damage (damage assessed at move-out):

Vehicular access card(s)	\$60.00
Hangar door keys	\$60.00
Damage to hangar exterior	
Access door:	
Door hardware	\$120.00
Access door dent(s)	Airport will provide a quote
Hangar door	Airport will provide a quote
Metal wall	Airport will provide a quote
Damage to hangar interior	

Metal wall	Airport will provide a quote
Fire partition damage	Airport will provide a quote
Ceiling/light	Airport will provide a quote
Floor:	
Major oil stains	\$120.00
Missing chocks	\$60.00
Door switch	\$240.00
Fire extinguisher	\$300.00
General clean-up	
Trash	\$60.00
Oil stain	\$60.00

- (11) Infrastructure fee (charged by aircraft category and waived with purchase of minimum fuel load).

	Infrastructure Fee	Minimum Gallons
Transport aircraft type	\$195.00	400
Super heavy jet	105.00	300
Heavy jet	75.00	200
Medium jet	60.00	150
Light jet	45.00	100
Very light jet (VLJ)	30.00	75
Heavy turboprop	30.00	75
Medium turboprop	24.00	60
Light turboprop	18.00	50
Heavy Twin (Avgas)	15.00	30
Light Twin (Avgas)	12.00	30
Single engine – light aircraft (Avgas)	3.00	5

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

**Section 3.** That this ordinance is effective upon second consideration.

APPROVED on first consideration on \_\_\_\_\_, 2026.

ADOPTED on second consideration on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Carol K. McCutcheon, Mayor

ATTEST:

APPROVED AS TO FORM:

*Meredith Riedel*

\_\_\_\_\_  
Linda Mendenhall, City Clerk



## City Council Agenda Request May 5, 2026

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**Agenda Request No:** VIII.A.

**Agenda of:** City Council Meeting

**Initiated by:** Greg Nichols, Senior Project Manager

**Presented by:** Greg Nichols, Senior Project Manager

**Responsible Department:** Engineering

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**Agenda Caption:**

**CONTRACT WITH CONSOR NORTH AMERICA, INC.**

Consideration of and action on the authorization of the execution of a professional services contract with Consor North America, Inc. for the design of Sugar Land Trail Phase II, CIP CPK2503, in the amount of \$791,576.75.

**Recommended Action:**

Authorize the execution of a professional services contract with Consor North America, Inc. for the design of Sugar Land Trail Phase II, CIP CPK2503, in the amount of \$791,576.75.

**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.

The Sugar Land Trail Phase II Project advances these goals by providing enhanced accessibility, improved multimodal connectivity, and supports safer travel along Lexington between Oxbow Drive and Highway 6 and along Austin Parkway between Lexington and Commonwealth Blvd. This project includes design for a 10-foot wide concrete trail located along Lexington Blvd from

Oxbow Drive to SH 6 and along Austin Parkway from Lexington Blvd to near Lakefield Blvd. The project includes a new pedestrian bridge over Steep Bank Creek and provides direct connectivity to the existing First Colony Trail and Sugar Land Trail Phase I, which is scheduled to begin construction this year.

This trail network will connect many residential areas to major destinations in Sugar Land. Just a few of the destinations are listed below:

- The high-activity, employment-rich Town Center and Town Square areas near U.S. 59 at State Highway 6, which include First Colony Mall and major employers such as Minute Maid.
- The City’s Minor League Baseball Stadium and Imperial Sugar redevelopment area;
- The 420-acre Sugar Land Memorial Park, with dog park, lakes, trails, facilities, and future festival site;
- The University of Houston Sugar Land campus;
- The Houston Museum of Natural Science Sugar Land;
- Imperial Park, home of the Sugar Land Girls Softball League, the Senior Adult Center and the Imperial Park Recreation Center
- Colony Bend Elementary and First Colony Middle Schools

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 CPK2503 project, the County selected Consor North America, Inc. as the design consultant.

Consor North America, Inc. will provide full design services for the Sugar Land Trail Phase II Project, including:

- Topographic surveying
- Subsurface utility engineering
- Tree inventory and tree protection plan
- Production of 30%, 90%, and 100% design submittals, including: shared-use path plans, traffic control plans, signing and pavement markings, construction cost estimates
- Bidding support
- Permitting support

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. The maximum established for this project is \$3,850,000. A formal request for design funds will be submitted to the County once the contract is approved.

As a second source of project funding, on July 16, 2024, City Council approved Resolution No. 24-31, authorizing the filing of applications with the Federal Transit Administration (FTA) for federal grant assistance to aid with funding of the project. The applications were approved, and the City accepted the grant funding in the amount of \$6,450,000 for Sugar Land Trail Phase II on October 21, 2025, by Resolution No.25-45.

The Engineering Department has negotiated the above scope of work with Consor North America, Inc. for a fee in the amount of \$791,576.75. There is currently \$6,400,000 available in CIP CPK2503. Design is anticipated to start in May 2026 and be completed in May 2027. Construction is planned to start in 2028.

The Engineering and Public Works Departments recommend that the City Council approve a professional services contract with Consor North America, Inc. for the design of Sugar Land Trail Phase II CIP CPK2503, in the amount of \$796,576.75.

**Budget**

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**Expenditure Required:** \$791,576.75

**Current Budget:** \$10,300,000.00

**Additional Funding:** N/A

**Funding Source:** Federal Transit Administration Grant and Fort Bend County

**Account Number (ORG-OBJ-Project):** 5013225 - 621015 - CPK2503

**Attachments**

- 1. Contract
- 2. CPK2503 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:**

Signed by:  
  
4FB88F742A84446...

**Date:**

**Date:**

4/7/2026 | 3:57:07 PM EDT

**Title:**

**Title:**

EVP/Central Region TRA

**Company:**

Conсор North America, Inc.

MATTER NUMBER: 8946M

APPROVED AS TO FORM:

**II. General Information and Terms.**

Engineer's Name and Address: Conсор North America, Inc.  
1080 Eldridge Parkway, Ste. 800  
Houston, TX 77077

Project Description: Engineering Services for Sugar Land Trail Phase II,  
CPK2503

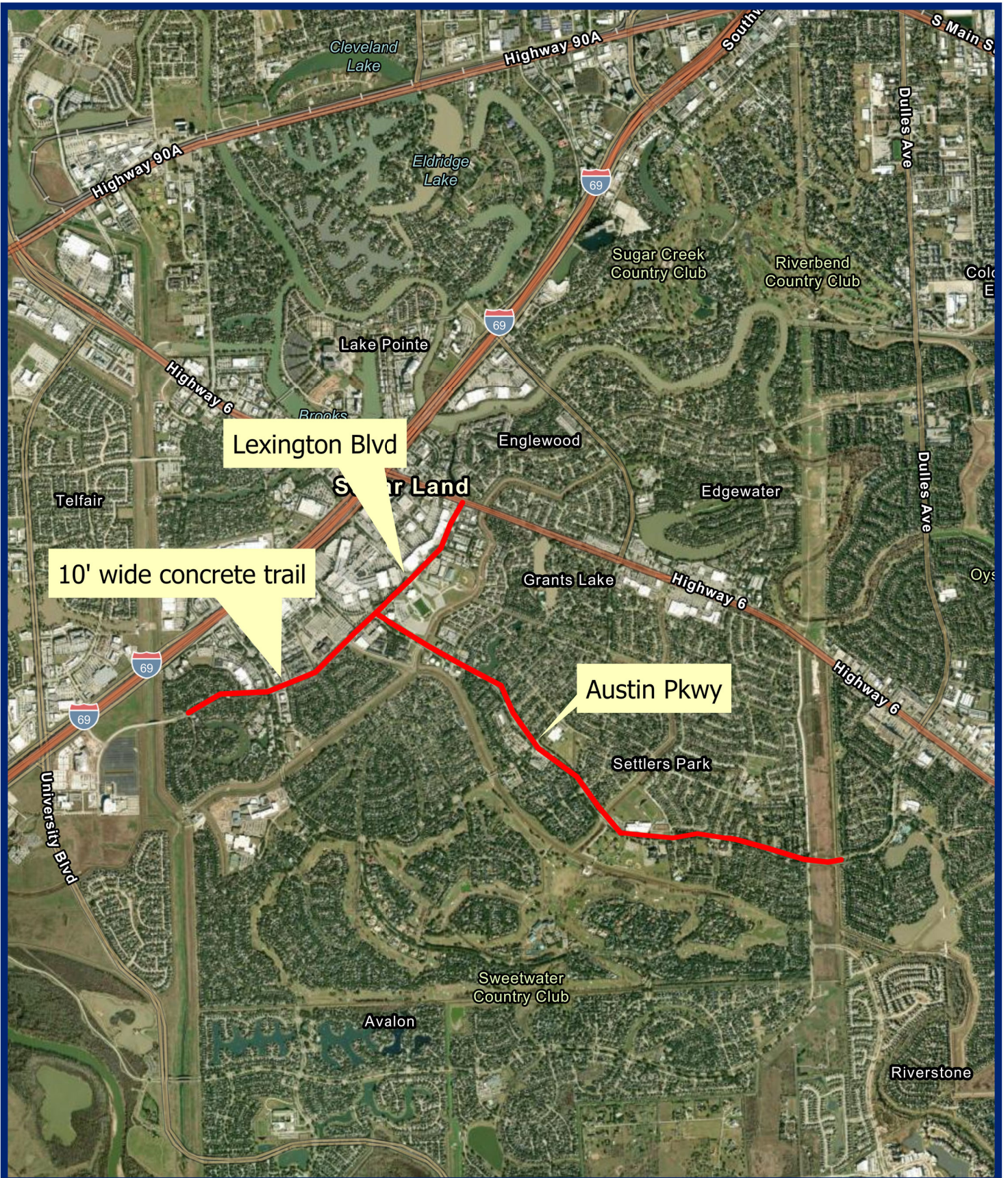
Maximum Contract Amount: \$791,576.75

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:

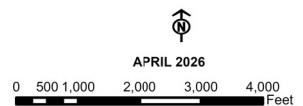
- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents



**CPK2503**  
**Sugar Land Trail Phase II**

**Legend**

 Trail Route



This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, the City of Sugar Land assumes no liability or damages due to errors, or omissions. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. If you require detailed information, contact the City of Sugar Land at (281) 270-2000.