



City of Sugar Land

City Council Agenda

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

Tuesday, June 3, 2025
City Council Meeting
City Council Chamber
5:30 PM

I. Attention

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

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

II. Call to Order

III. Invocation

Councilmember William Ferguson

IV. Pledges of Allegiance

Councilmember William Ferguson

V. Public Comment

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

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

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

VI. Consent Agenda

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

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

Melanie Beaman, Transportation & Mobility Manager

B. CONTRACT WITH FOSTER & FREEMAN USA, INC.

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

Joe Carter, Interim Police Captain - Special Operations

C. ACCEPTANCE OF OPIOID SETTLEMENT PROCEEDS AND BUDGET AMENDMENT

Consideration of and action on acceptance of Opioid Settlement Proceeds from the Opioid Abatement Trust Fund, in the amount of \$95,804.79; and authorization of a Budget Amendment in the amount of \$95,804.79 to revenues and expenditures.

Gregory Suter, Police Captain - Staff Services Bureau

D. Consideration of and action on the minutes of the May 20, 2025 meeting.

Linda Mendenhall, City Clerk

VII. City Council and City Manager Reports

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

VIII. Closed Executive Session

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

Section 551.087 Deliberation Regarding Economic Development Negotiations:

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

Jennifer Alexander, Business Development Manager

IX. 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 May, 2025 at 3:00 P.M.



City Council Agenda Request

June 3, 2025

Agenda Request No: VI.A.

Agenda of: City Council Meeting

Initiated by: Sharon Shapiro, Grants Officer

Presented by: Melanie Beaman, Transportation & Mobility Manager

Responsible Department: Engineering

Agenda Caption:

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

Recommended Action:

Approve Resolution No. 25-33 for the application to the Texas Department of Transportation FY25 Alternative Set-Aside Call for Projects for the ADA Transition Plan and Self Evaluation and the Brazos River Multimodal Bridge.

Executive Summary:

On February 18, 2025, the City Council approved Resolution No. 25-12 to apply for the Texas Department of Transportation (TxDOT) 2025 Transportation Alternatives Set-Aside (TA) grant program call for projects for bicyclist and pedestrian infrastructure and planning. Projects were to be transformative in nature and related to bicycle, pedestrian, and other non-motorized modes, principally for transportation rather than recreation, and be beneficial to the general public. Project sponsors were also strongly encouraged to submit projects that improve safety, access, and mobility for people of all ages and abilities.

The Transportation Division of the Engineering Department submitted two proposals that were accepted into the next phase to submit comprehensive, detailed applications. This is a reimbursable grant program, and a 20% local match is required. If awarded, the required 20% local match could be funded through the anticipated 2026 Fort Bend County Mobility Bond Program. The following is a summary of the two projects that will be submitted:

- **ADA Transition Plan and Self-Evaluation:** Currently, the city does not have an ADA

Transition Plan and Self-Evaluation. According to the U.S. Department of Justice, State and Local Government (Title II) entities are required to develop this plan to document compliance with the provisions of the Americans with Disabilities Act (ADA). The total estimated cost of this planning project is \$700,000 (80% Federal = \$560,000/20% Local Match = \$140,000).

- **Brazos River Multimodal Bridge:** this large-scale project will construct a 10-foot-wide pedestrian and bicyclist (multimodal) signature suspension bridge across the Brazos River connecting Greatwood to the Brazos River Park, Crown Festival Park, the University of Houston at Sugar Land campus, and beyond. The total estimated cost for this design and construction project is \$12,500,000 (80% Federal = \$10,000,000/20% Local Match = \$2,500,000).

The Engineering Department requests City Council approve Resolution No. 25-33 supporting the submission of a detailed grant application to the Texas Department of Transportation 2025 Transportation Alternatives Set-Aside (TA) grant for ADA Transition Plan and Self-Evaluation and the Brazos River Multimodal Bridge.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

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

Attachments

1. Resolution 25-33

RESOLUTION NO. 25-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) PROGRAM CALL FOR PROJECTS; AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the Texas Department of Transportation ("TxDOT") issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure; and

WHEREAS, the TA funds may be used for development of planning documents to assist communities of any size in developing non-motorized transportation networks; and

WHEREAS, the TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible; and

WHEREAS, the City of Sugar Land ("City") is responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; NOW THEREFORE,

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

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

Section 2. That the City authorizes the submission of grant applications to the Texas Department of Transportation's 2025 Transportation Alternatives Set-Aside (TA) Program, Call for Projects ("Grant") for the Brazos River Multimodal Bridge and ADA Transition Plan and Self-Evaluation projects ("Project").

Section 3. That the City supports funding these Projects as described in the 2025 TA Detailed Applications (including the planning activities, preliminary engineering budget, if any, construction budget, the TxDOT's direct state cost for oversight, and the required local match, if any)

Section 4. That the City commits to the project's development, financing, adoption and implementation of completed planning documents, construction, maintenance, management, and financing.

Section 5. That the City is willing and able to enter into an agreement with TxDOT by resolution or ordinance, should the project(s) be selected for funding.

Section 6. That the City Manager is designated as authorized grant official to apply for, accept, reject, alter or terminate the Grant on behalf of the City of Sugar Land.

Section 7. That the City agrees to provide the applicable matching funds as required by the Grant.

APPROVED on _____.

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Secretary



City Council Agenda Request

June 3, 2025

Agenda Request No: VI.B.

Agenda of: City Council Meeting

Initiated by: Larysa Chiski, Senior Police Finance Manager

Presented by: Joe Carter, Interim Police Captain - Special Operations

Responsible Department: Police

Agenda Caption:

CONTRACT WITH FOSTER & FREEMAN USA, INC.

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

Recommended Action:

City Council approve the contract with Foster & Freeman USA Inc. in the amount of \$151,787.86 for the purchase of the forensic imaging system for the Sugar Land Police Department.

Executive Summary:

The SLPD Forensic Services Unit utilizes advanced imaging techniques to aid in evidence collection both at crime scenes and in the laboratory. The imaging system by Foster & Freeman USA Inc. provides advanced technologies in the capture and rendering of images in three parts: the first is the Crime Lite Auto, which uses digital imaging along with full-spectrum light wavelengths; the second is the Discover docking station for the Crime Lite system, which provides a cylindrical surface unwrapper feature for imaging evidence on curved surfaces; the third is the Amino Acid Rapid Imager (AARI) which uses AI-assisted imaging of chemically developed fingerprints.

The total cost of the imaging system is \$151,787.86, and it is being funded by the Paul Coverdell Forensic Science Improvement Grant, awarded to the Sugar Land Police Department in 2024.

Foster & Freeman is the recommended vendor for this project as it is the sole manufacturer of this technology that also offers these three components in one integrated system. Foster & Freeman is known in the forensic fields for providing responsive, high levels of technical support, customer support, and training.

The Sugar Land Police Department recommends the City Council approve the contract with

Foster & Freeman USA Inc. in the amount of \$151,787.86 for the purchase of the forensic imaging system.

Budget

Expenditure Required: \$151,787.86

Current Budget: \$151,787.86

Additional Funding: n/a

Funding Source: The Paul Coverdell Forensic Science Improvement Grant

Account Number (ORG-OBJ-Project): 10171259-621000

Attachments

1. Contract
2. Checklist
3. HB 89
4. Lobbying activities
5. SB 13
6. SB 19
7. 1295 Form
8. AARI Sole Source- Sugar Land PD 032725
9. Certificate of Insurance
10. CLAUTO Sole Source- Sugar Land PD 032725
11. DISCOVER Sole Source- Sugar Land PD 032725
12. Foster & Freeman Single Sole Source Documentation
13. Quote

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

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: Amy Temenak

Date:

Date: 5/5/25

Title:

Title: Corporate Secretary

MATTER NUMBER: 6439M

APPROVED AS TO FORM:



Company: Foster & Freeman
USA Inc.



II. General Information and Terms.

Contractor's Name and Address: Foster + Freeman USA, Inc.
20145 Ashbrook Place, #190
Ashburn, VA 20147

Description of Services: Forensic Services Equipment with On-Site Equipment Setup and Training

Maximum Contract Amount: \$151,787.00

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

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

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

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.

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 additional terms or conditions contained in Contractor's Additional

Contract Documents.

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

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

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

(2) 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 good and services that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 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.

IV. Additional Terms or Conditions. This Contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. Part 200, including but not limited to Appendix II. To ensure compliance, the City has attached its Additional Contract and Grant Provisions, Certifications, and other required forms as Exhibit B-3, which is incorporated herein.

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. Foster + Freeman USA, Inc. Quote dated March 26, 2025 (16 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)
- B-3. Additional Contract and Grant Provisions, Certifications, and Other Required Forms

EXHIBIT A-1

Foster + Freeman USA, Inc. Quote dated March 26, 2025

(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

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> Very High/High Risk	Medium Risk	Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl 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> Very High/ High Risk	Medium Risk	Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability for 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.

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 perform 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.

EXHIBIT B-3

Additional Contract and Grant Provisions, Certifications, and Other Required Forms

(See Attached)

20145 Ashbrook Place #190
Ashburn, VA 20147
Tel: 888 445 5048
Fax: 888 445 5049
www.fosterfreeman.com

Sugar Land Police Department
1200 Highway 6 South
Sugar Land, TX. 77478
ATTN: Greg O'Donnell

March 27th, 2025

Re. Sole Source justification for AARI Amino Acid Rapid Imager (UK Patent Pending – Application No. 2105348.3)

I am pleased to confirm that the AARI Amino Acid Rapid Imager is manufactured by and only available from Foster & Freeman.

The AARI Amino Acid Rapid Imager is a compact laboratory solution for the visualization, imaging, and digital mark-up of fingerprints on porous evidence (primarily documents). We are not aware of any equivalent unit available.

Some of the key hardware features include:

- Integrated adjustable LED illumination sources including diffuse white light (5700K), Infrared (860nm), Green (520-530nm), and UV (365nm)
- Electronically selected, motorized filter wheel containing 568nm band pass filter (for the imaging of 1,2-Indanedione), visible band filter, 570nm, and 715nm long pass filters
- High resolution 61 MP mirrorless digital camera sensitive from 365nm-860nm utilizing standard (730PPI) and pixel stepped (1460PPI) imaging modes
- Nominal field of view of 330mmx220mm to capture A4 and US Letter-sized documents and capable of supporting items up to 10 kilograms in weight
- System dimensions of 369mmX520mmX562mm
- System weight less than 25 kilograms
- Removable lid with optional interlock to accommodate large format items
- Integrated 10.1" touchscreen interface
- High specification desktop PC and 32" self-calibrating 4K monitor
- Optional anti-vibration and carry case available

Some of the key software features include:

- Dedicated software package allows complete control of the AARI through the touchscreen interface or PC.
- Streamlined operation from selection of reagent based preset examinations, live image view, manual mark-up from live view, adjustment of camera exposure, ISO, F-stop, white balance, and focus.
- Reagent presents for detection of DFO, 1,2-Indanedione, Ninhydrin, Physical Developer, Oil-Red-O, Iodine, cyanoacrylate, and vacuum metal deposition.
- Image archiving system for storage on local or networked file location with image formats in TIFF, JPEG, and BMP with audit trail.
- Customizable report-writing function with the ability to change print layout and laboratory logo in PDF format
- Image enhancement options including grey scaling, invert, flipping, cropping, markup, RGB color adjustment, contrast stretching, hue, saturation, and lightness adjustment, image sharpening, complete with full image history tracking
- Artificial Intelligence (AI Assist) Ridge Detection for automated location of fingerprint ridge detail.

Please let me know if I can be of further assistance.

Yours sincerely,



Amanda Silva
Technical Sales Specialist

20145 Ashbrook Place #190
Ashburn, VA 20147
Tel: 888 445 5048
Fax: 888 445 5049
www.fosterfreeman.com

March 27th, 2025

Sugar Land Police Department
1200 Highway 6 South
Sugar Land, TX. 77478

ATTN: Greg O'Donnell

Re. Sole Source justification for Crime-lite[®] AUTO

I am pleased to confirm that the Crime-lite[®] AUTO is manufactured by and only available from Foster & Freeman.

The AUTO design is based upon Crime-lite[®] technology. Combining a full-spectrum UV-Vis-IR camera and 55 illumination wavebands, the Crime-lite[®] AUTO is a complete evidence search and capture tool for Crime Scene and Laboratory. We are not aware of any equivalent unit available.

Some of the key features include:

- Proven technology: hundreds of AUTOs in daily use by law enforcement agencies throughout North America.
- Custom evidence presets derived from empirical data collected from over 18,000 images.
- Camera with APS-C sensor to ensure high enough resolution for fingerprint capture.
- Extending arms provide wide-angle UV, White, and Infrared illumination to avoid specular reflections.
- Motorized filter wheel with intelligent filter selection at 9 positions.
- Integrated 7" tiltable touchscreen.
- Images and videos stored in non-proprietary Micro SD card with metadata file to include wavelength and filter information, camera exposure settings, and history log for any enhancements added.
- Annotation and enhancement options include greyscale, invert, histogram adjustments, BSG, and can be performed directly within the Crime-lite AUTO[®].
- External, rechargeable Lithium-ion battery pack with up to 3-hour run time.
- To avoid destroying DNA evidence and for operator safety, the unit does not emit shortwave UV.
- Hands-free capture, light source and filter selection, and image transfer through Wi-Fi via the Crime-lite[®] App (compatible with Android and iOS devices).
- Wi-Fi and Bluetooth capabilities can be disabled if needed for secure applications.
- Compatibility with the DISCOVER fingerprint imaging system.
- Coaxial light box accessory allows for the photography of non-treated fingerprint evidence on reflective surfaces with patented on-screen "on-axis" and "off-axis" illumination mode control (0-9°)
- Oblique light ring attachment with 12 UV and 12 White LEDs provides multi-angle surface illumination to aid in the photography of 3D "plastic" fingerprint impressions.
- Optional Crime-lite AUTO sample kit includes twenty individually validated samples of simulated body fluids, accelerants, drug residues, and commonly used fingerprint development methods to aid in the verification of the equipment before use and acts as a training aid for new users.

Please let me know if we can be of any further assistance.

Yours sincerely,



Amanda Silva
Technical Sales Specialist

20145 Ashbrook Place #190
Ashburn, VA 20147
Tel: 888 445 5048
Fax: 888 445 5049
www.fosterfreeman.com

March 27th, 2025

Sugar Land Police Department
1200 Highway 6 South
Sugar Land, TX. 77478
ATTN: Greg O'Donnell

Re. Sole Source justification for DISCOVER Imaging System

I am pleased to confirm that the DISCOVER Imaging System is manufactured by and only available from Foster & Freeman.

The DISCOVER system operates as a docking station for the Crime-lite AUTO and offers a unique combination of capabilities:

- Integrates the Crime-lite AUTO camera with full-spectrum capabilities
- Combines the Crime-lite AUTO with a modular laboratory docking workstation
- High-intensity LED illumination from ultraviolet to infrared
- Gantry system with x-y-z axis movement
- Utilizes camera and lighting of Crime-lite AUTO
- Included lighting options to perform visible, fluorescent, contrast, longwave ultraviolet (365nm), and infrared examinations
- External lighting options such as the diffuse panel light, coaxial illumination box, and oblique light module
- Software interface to an external monitor
- Multi-modal data transfer via USB and Micro-SD
- Optional Cylindrical Surface Unwrapper and Polarized Light Tunnel accessory

Please let me know if there's anything else I can help with.

Yours sincerely,



Amanda Silva
Technical Sales Specialist

TM *Crime-lite is a registered trademark of Foster & Freeman.*

SINGLE / SOLE SOURCE DOCUMENTATION
Texas Local Government Code 252.022

Department: <u>Police</u>	Project #: _____
Requested By: <u>Sgt. Greg O'Donnell</u>	Phone #: <u>281-275-2588</u>
Vendor Name: <u>Foster & Freeman USA Inc.</u>	Est. Cost: <u>\$ 151,787.86</u>
Description of Purchase: <u>Imaging System</u>	

The City is using a single * or sole ** source purchasing method because:

The product or service is the only one with the necessary quality, merit, or functionality required.

Justification:

The requested system provides advanced technologies in the capture and rendering of images in three parts: first, is the Crime Lite Auto which uses digital imaging along with full spectrum light wavelengths; second is the Discover docking station for the Crime Lite system which provides a cylindrical surface unwrapper feature for imaging evidence on curved surfaces; lastly is the Amino Acid Rapid Imager (AARI) which uses AI assisted imaging of chemically developed fingerprints. Foster Freeman is the recommended vendor for this project as it is the sole manufacturer of this technology that also offers these

The following steps were taken to verify that a similar product/service is not available elsewhere:

Contacted the following vendors

Justification:

Sirchie Inc.
Horiba
Arrowhead Forensics
Forensics Source

*Single Source: Only one vendor can be used due to patents, copyrights, secret processes, or natural monopolies.

** Sole Source: Only one vendor possesses the unique capability to meet the City's requirements.

Additional Comments:

Clearances:



Department Head

5/15/2025

Date

FOSTER+FREEMAN USA INC.
20145 ASHBROOK PLACE #190
ASHBURN, VA 20147
T: 888 445 5048
F: 888 445 5049
usoffice@fosterfreeman.com

Federal Tax ID No. 56-2316854
GST/HST No. 81939 6300 RT0001

www.fosterfreeman.com

Your Reference: RFQ- CL AUTO, DISCOVER, AARI

Our Reference: C102166

Quote Reference: Q221367

Date: March 26, 2025

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Sugar Land Police Department
1200 Highway 6 South
Sugar Land
TX 77478
USA

Attention of Sgt. Greg O'Donnell

QUOTATION Q221367 - FOR THE SUPPLY OF:

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SUB TOTAL
1	DISCOVER PRO PLUS SOC INC. CRIME-LITE AUTO KIT, COAX & OBLIQ (DISCOVER/SYS/CSU/SOC-120V)	1	70,710.53	70,710.53

DISCOVER PRO

(DISCOVER/RIG/CSU) DISCOVER PRO gantry system, with x, y, z, manoeuvrability and quick-dock port for Crime-lite AUTO. Supplied with Coaxial Illumination Module, Diffuse Panel Light, Oblique Light Module, Light Shroud (bellows) and evidence turntable. External 27" HD display works in unison with Crime-lite AUTO touch screen interface and wireless keyboard and mouse. 2TB external hard drive is also supplied with this system. Additional modules supplied with the DISCOVER PRO include: Cylindrical Surface Unwrapper, Polarised Light Tunnel, Digital Caliper, Foot Pedal Kit and Polariser for Oblique Light Module (fine-control thumbwheel adjustment, allowing light reaching the camera to be polarised as required. Magnetic polariser and diffuser attach onto the Oblique light Module to polarise and/or diffuse the white light output, whilst also facilitating cross-polarisation imaging).

- DISCOVER dimensions: (H) 600mm x (W) 520mm x (D) 752mm

- DISCOVER weight: 44kg

- DISCOVER gantry head-unit range of movement:

X-Axis – 245mm

Y-Axis – 190mm

Z-Axis – 310mm

- 'Press-to-Position' motion system allows the head unit to be located exactly and automatically secured in place

- 360° rotational platform (250mm diameter) for adjustable evidence viewing, minimising direct handling of evidence

- Durable, easy to wipe clean surface construction facilitates simple laboratory clean-down with typical decontamination solution

- Integrated and modular storage provision for all accessory modules

- Integrated sliding platform, with image aligning location feature, for mounting the Cylindrical Surface Unwrapper (optional)

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- 3 x USB 3.0 ports (2 front, 1 rear) for data transfer
- 3 x USB 2.0 ports (rear) for data transfer
- DisplayPort output
- Laboratory dust cover
- 27" HD Monitor
- 2m DisplayPort monitor cable
- Wireless mouse and keyboard
- Power Supply Input Voltage: 90Vac min, 100-240Vac nominal, 264Vac Maximum
- Input Frequency: 47-63Hz (50-60 nominal)
- Conforms to EN62471:2008 and EN61010-1:2010 standards

Oblique Lighting Module (OLM):

- Tethered, switchable, dual-wavelength LED module
- Allows infinite positioning of light around evidence
- Oblique beam pattern for efficient light scattering
- 3 x white LEDs (400-700nm)
- 4 x UVA LEDs (365nm peak)

Diffuse Panel Lighting Module (DPL):

- Slide-in module provides extended diffuse white (400-700nm) or IR (800-900nm) illumination
- 40 x 5700K white (400-700nm) LEDs
- 42 x IR (850nm peak) LEDs

Coaxial Illumination Module (CIM):

- Slide-in module provides coaxial (episcopic) white (400-700nm) illumination
- 40 x 5700K white (400-700nm) LEDs
- Spot and flood illumination modes

Ambient Light Shroud (Bellows):

- Slide-in module for blocking ambient light when capturing images using Crime-lite AUTO ring light
- Module also serves to block light output from the DISCOVER head-unit from reaching the end-user
- Collapsible construction with non-reflective, wipe-clean surface

CSU

The Cylindrical Surface Unwrapper allows cylindrical evidence types to be securely positioned and their external surface photographed to provide a 2D image of the unwrapped cylinder:

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- For generating a 2D image from a 3D cylindrical surface. Examples of items are bullets, bullets casings and cartridges, pens/pencils, small screw/torx drivers, syringes etc.
 - Max. Dimensions (mm): 85 x 330 x 110 (W x L x H)
- Internal and external clamping jaws with locking feature.
- clamping diameter Range: min Ø15- Ø55mm internal diameter, max Ø45mm external diameter
- reversible tailstock alignment guide
- max length of object as standard: 250mm (guide removeable for longer objects)
- 12V Power input
- USB-3 Interface
- Compatible with DISCOVER, DCS-5 and Crime-lite Imager

PLT

The CSU is complimented by the dual wavelength (white and NIR) Polarised Light Tunnel, that provides even illumination across the evidence:

- 'Intelligent' slot-in, dual-wavelength lighting module
- Adjustable imaging aperture to cater for cylindrical items of varying diameters
- Polarised white (400-700nm) or IR (800-900nm) illumination modes
- 8 x 5000K high-intensity white LEDs
- 8 x 850nm high-intensity IR LEDs

DIGITAL CALIPER

High precision digital vernier caliper to measure the diameter of cylindrical evidence and seamlessly input the value into the DISCOVER software.:

- Maximum measurement diameter: 150mm
- Includes cable to connect to DISCOVER

POLARISER MODULE FOR OLM

A slide-in polariser, with fine-control thumbwheel adjustment, allowing light reaching the camera to be polarised as required. Magnetic polariser and diffuser attach onto the Oblique light Module to polarise and/or diffuse the white light output, whilst also facilitating cross-polarisation imaging.

- 'Intelligent' slot-in module
- 360° rotatable polariser
- Magnetic polariser attachment for OLM to enable cross-polarisation

Testing

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- Electrical Safety Testing - (EST) EN 61010-1 :2010 - Safety requirements for electrical equipment for measurement, control, and laboratory use.
- Electromagnetic (EMC) - EN 61326-1 :2021 - Electrical equipment for measurement, control and laboratory use - EMC requirements.
- Electromagnetic (EMC) - FCC 47 CFR 15B – Radio Frequency Devices
- Artificial Optical Radiation (AOR) - EN 62471:2008 - Photobiological safety of lamps and lamp systems
- ROHS - EN 63000:2018 - Technical documentation for the assessment of electrical and electronic products with respect to the restriction of hazardous substances
- Low Temperature Storage - BS EN 60068-2-1:2007
- High Temperature Storage - BS EN 60068-2-2:2007
- Temperature Change - BS EN 60068-2-14:2009
- Cyclic Humidity - BS EN 60068-2-30:2005
- Vibration and Shock Test Sequence – BS EN 60068-2-64:2008 & BS EN 60068-2-27:2009
- Freefall Drop - BS EN 60068-2-31:2008

CRIME-LITE AUTO KIT 120V CHARGER (QCL/AUTO/KIT120V)

Comprising:

CRIME-LITE AUTO

(QCL/AUTO)

All-in-one forensic evidence imaging system for CSI and laboratory use

CAMERA AND LENSES

HIGH SENSITIVITY COLOUR/IR CAMERA

- Precision 20.1MP image capture (5456x3632px)
- Sensitive from 350 to 1000nm
- HDMI Live video output
- Autofocus 30mm f/3.5 macro lens
- Shutter speed/exposure time up to 30 seconds

Selectable advanced camera controls

- Exposure control
- Auto and Fine Manual focus modes
- White balance

ILLUMINATION AND FILTRATION

HIGH INTENSITY LED ILLUMINATION RING

- Wavelengths: UV 365nm, Violet 410nm, Blue 445nm, Blue Green 475nm, Green 520nm, Orange 590nm, Red 640nm
- 4x LED per wavelength
- Combine LEDs to provide up to 55 wavelength combinations

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- Brightness control function

2X WIDE-ANGLE LED ILLUMINATION ARMS

- Wavelengths: UV 365nm, White, IR 860nm
- 2x UV LED, 1x White LED, 1x IR LED per arm

MOTORISED FILTER WHEEL

- Motorised housing with 9-position filter wheel

FLUORESCENCE IMAGING FILTERS

- Longpass filters at: 420nm, 455nm, 495nm, 550nm, 590nm, and 780nm
- Bandpass filters at: 415nm, 530nm and UV 315-380nm

INTERFACE

TOUCHSCREEN DISPLAY

- Integrated 7" multi-touch IPS TFT display (1024x600)
- HDMI live video output
- Micro SD input, USB and Micro-USB connectivity
- Ambient light sensor with auto screen brightness
- WiFi and Bluetooth connectivity

INTERNAL PROCESSOR

- Fully-integrated processor
- Image capture (BMP, TIFF, PNG, JPG) to SD Card
- Video capture (AVI) 1920x1080 to SD Card
- Real time clock for image capture time-stamping

PHYSICAL AND ELECTRICAL

SYSTEM DIMENSIONS

- H 126mm x W 207mm x D 159mm (excluding battery)
- Weight (when fitted with 2Ah battery) 1.75kg (approx.)
- 1/4-20 UNC tripod mounting thread

ELECTRICAL

- Designed for use with 2Ah or 4Ah Li-Ion removable battery
- Up to 2-hours battery runtime
- 12Vdc power input

ACCESSORIES

- Magnetic Lens cap
- 2m Premium HDMI Lead
- UV safety glasses
- Micro fibre cloth
- Evidence scale stickers
- 128GB MICRO SD CARD SDHC/SDXC USH-I CLASS 10

SYSTEM INTERFACE

Crime-lite AUTO functions are carried out via an 'App' style interface using the system's integrated 7" multi-touch display.

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OPERATING FEATURES

- Live video search and capture (AVI)
- High-resolution capture of still images (BMP, TIFF, PNG, JPG)
- Complete control of all camera settings including: Exposure, white balance, focus, shooting mode (single-shot or continuous),
- Complete control of all illumination settings including: Select single or multiple LED combinations, brightness adjust.
- Complete control of all filtration settings including: Manual or semi-automated 'intelligent' filter selection
- Pull-out image gallery of all recent work allowing comparison with current and previous images
- Save and Recall images complete with all examination settings
- Timestamp captured video and images
- Image hashing
- Option to export images and data to external USB
- Option to connect secondary viewing monitor via HDMI

PRODUCT VERIFICATION LIBRARY (PVL) 1 YEAR SUBSCRIPTION

- One-year free subscription to the foster+freeman Product Verification Library (PVL)
- Two-factor authentication for enhanced security
- Compatible with past and previous version of Chrome, Firefox, Edge, Internet Explorer, and Safari
- Over 18,000 high resolution images of body fluid stains on representative fabric types
- Over 300 high resolution sample overview (entirety) images
- 16 different garment types utilised
- 10 different garment colours of each garment type represented
- 6 different body fluids deposited (blood, saliva, semen, sweat, urine, vaginal material)
- Unique icon driven interface
- All samples and datasets compiled using Human Tissue Authority (HTA) approved body fluids
- All images captured utilising the CL-AUTO
- Multi-spectral examination of all samples recorded (UVA-NIR)
- Results analysed by forensically trained personnel to distinguish stains 'of value'
- Basic image processing utilised to represent casework workflow (greyscale and invert)
- Product Verification Library access via unique login (one user login per Crime-lite AUTO device)
- Dataset(s) can be scrutinised via simple user interface
- Results from the dataset(s) facilitate substantiated decision making at the crime scene and the laboratory
- Product Verification Library enables use of the Crime-lite AUTO to be verified by science

Your Reference: RFQ- CL AUTO, DISCOVER, AARI

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- Quantitative conclusions from the Ground Truth Data allow the generation of pre-sets that are scientifically valid
- Product Verification Library generated pre-sets are integrated within the Crime-lite AUTO
- Pre-sets enable the simple, efficient, and effective use of Crime-lite AUTO for the search, detection, and imaging of bodily fluids at the crime scene and in the laboratory.

LED Safety: Crime-lite AUTO is provisionally classified to European safety standard risk group 2 (IEC/EN 62471:2008)

CRIME-LITE AUTO RECHARGEABLE 2Ah BATTERY
(Quantity x 2.0)
(QCL/AUTO/ACC/1)

- 10.8 V 2Ah Lithium Ion battery
- High capacity
- Individual cell monitoring
- Battery protection circuit
- Battery fuel gauge (4-stage LEDs)

CRIME-LITE AUTO RECHARGEABLE 4Ah BATTERY
(QCL/AUTO/ACC/2)

- 10.8 V 4Ah Lithium Ion battery
- High capacity
- Individual cell monitoring
- Battery protection circuit
- Battery fuel gauge (4-stage LEDs)

CRIME-LITE AUTO CARRY CASE
(QCL/AUTO/ACC/4)

- machined foam cut-outs to accommodate Crime-lite AUTO plus batteries and accessories
- rugged, waterproof and shock resistant
- dimensions 430X260X235mm
- weight 2.7kg

CRIME-LITE AUTO SHOULDER/NECK STRAP 257-187-00
(QCL/AUTO/ACC/5)

- Adjustable shoulder/neck strap

CRIME-LITE AUTO HIGH SPEED MICRO SD CARD
READER

(QCL/AUTO/ACC/6)- Micro SD card Reader

CRIME-LITE AUTO HIGH SPEED USB STICK

(QCL/AUTO/ACC/7)- High capacity USB stick with rapid read/write performance

CRIME-LITE AUTO MAINS ADAPTOR

(QCL/AUTO/ACC/8)- Operate the Crime-Lite Auto via AC mains power

foster+freeman®
 FORENSIC SCIENCE INNOVATION

FOSTER+FREEMAN USA INC.
 20145 ASHBROOK PLACE #190
 ASHBURN, VA 20147
 T: 888 445 5048
 F: 888 445 5049
 usoffice@fosterfreeman.com

Federal Tax ID No. 56-2316854
 GST/HST No. 81939 6300 RT0001
 www.fosterfreeman.com

Your Reference: RFQ- CL AUTO, DISCOVER, AARI

Our Reference: C102166

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CRIME-LITE AUTO BATTERY CHARGER
(QCL/AUTO/ACC/3120V)
- Rapid charging of Crime-lite auto Li-Ion batteries
- Charge status display

L-SHAPE FORENSIC SCALE RULE (ASSY DWG 035-106-AS-01)
(DCS/RULE)- L Shaped Forensic Rule

PELI CASE ADDRESS LABEL
(035-102-AW-02)
CRIME-LITE AUTO OBLIQUE LIGHTING RING ACCESSORY
(QCL/AUTO/ACC/9)- Oblique ring light accessory for use with CRIME-LITE AUTO
- 5700K White OR UV 365nm (Selectable – one at a time)
- 12 LEDs per wavelength
- Intensity control
- Lighting direction control – Quadrant selection
- Quadrant, wavelength and brightness controls appear on CRIME-LITE AUTO screen when connected.

CRIME-LITE AUTO COAX LIGHTING ACCESSORY
(QCL/AUTO/ACC/10)- Clip-on accessory module for Crime-lite Auto
- 5700K diffuse white coaxial light
- On-screen ‘on-axis’ and ‘off-axis’ illumination mode control (0-9)
- On-screen illumination intensity control
- On-screen focus adjustment
- Powered via USB connection to Crime-lite AUTO

2	INTERACTIVE EVIDENCE SAMPLE KIT (QCL/AUTO/INT-SAMPLES) Video presentation box for Crime-lite Sample Kit. Custom-made video box with integral 7” HD screen and two foam inserts to accommodate up to 20 evidence samples. Video Screen: - 7” HD display - Pre-loaded video content - Re-chargeable Li-Ion batteries - Approximately 2-hours runtime ACCELERANT (SIMULATED) (QCL/SAMPLE/A) - Accelerant (simulated) on blue fabric to be used with blue light source (495nm LP or 530nm BP filter), blue-green light source (550nm LP or 550nm BP filter) or green light source (590nm LP filter) light source FLUORESCENT FINGERMARK (QCL/SAMPLE/B)	1	2,373.26	2,373.26
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Your Reference: RFQ- CL AUTO, DISCOVER, AARI

Our Reference: C102166

Quote Reference: Q221367

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- Fluorescent fingerprint (plastic sample box) to be used with UV light source (visible pass or 420nm LP filter), violet light source (455nm LP), blue light source (495nm or 530nm BP filter), blue-green light source (550nm LP or 550nm BP filter) or green light source (590nm LP filter)

POLYCYANO FINGERMARK (QCL/SAMPLE/C)

- Polycyano (plastic bag) to be used with UV light source (visible pass or 420nm LP filter)

TEXTILE FIBRES (QCL/SAMPLE/D) (QCL/SAMPLE/D)

- Textile Fibres (green fabric with fibres) to be used with violet light source (455nm LP filter), blue light source (495nm LP or 530nm BP filter) or blue-green light source (550nm LP or 550nm BP filter)

GENERAL DEBRIS (QCL/SAMPLE/E)

- Debris to be used with UV light source (visible pass or 420nm LP filter), violet light source (455nm LP filter), blue light source (495nm LP or 530nm BP filter), blue-green light source (550nm LP or 550nm BP filter) or green light source (590nm LP filter)

FOOTWEAR MARK (GEL LIFT) (QCL/SAMPLE/F)

- Footwear mark (gel lift) with white light source with visible pass filter

BODY FLUID (SIMULATED) (QCL/SAMPLE/G)

- Body fluid (simulated) on white fabric with black backing to be used with UV light source (visible pass or 420nm LP filter), violet light source (455nm LP filter), blue light source (495nm LP or 530nm BP filter) or blue-green light source (550nm LP or 550nm BP filter)

DRUGS SAMPLE (SIMULATED) (QCL/SAMPLE/H)

- Drugs (simulated) in tiny grip seal polybag to be used with UV light source (visible pass or 420nm LP filter) or violet light source (455nm LP filter)

BODY FLUID (SIMULATED) (QCL/SAMPLE/I)

- Body fluid (simulated) on black cotton to be used with UV light source (visible pass or 420nm LP filter), violet light source (455nm LP filter), blue light source (495nm LP or 530nm BP filter) or blue-green light source (550nm LP or 550nm BP filter)

BODY FLUID (SIMULATED) (QCL/SAMPLE/J)

- Body fluid (simulated) on pink and black patterned fabric to be used with UV light source (420nm LP filter), violet light source (455nm LP), blue light source (495nm or 530nm BP filter) or blue-green light source (550nm LP or 550 BP filter) – demonstrates use of bandpass for best visualisation

CYANOACRYLATE FINGERMARK (QCL/SAMPLE/K)

Your Reference: RFQ- CL AUTO, DISCOVER, AARI

Our Reference: C102166

Quote Reference: Q221367

Date: March 26, 2025

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- Cyanoacrylate fingermark on plastic grip-seal bag to be used with UV light source (330-385nm BP filter)

Fp NATURAL 1 FINGERMARK (QCL/SAMPLE/L)

- Fp Natural 1 fingermark on aluminium foil to be used with blue light source (715 or 780nm LP filter) or red light source (715nm or 780nm LP filter)

Fp NATURAL 2 FINGERMARK (QCL/SAMPLE/M)

- Fp Natural 2 fingermark on wrapping paper to be used with red light source (715nm or 780nm LP filter) or IR light source (850nm filter)

**NINHYDRIN FINGERMARK (SIMULATED)
(QCL/SAMPLE/N)**

- Ninhydrin fingermark (simulated) on green cardboard with green light source and visible pass filter for colour-contrast imaging

BLOOD STAIN SIMULATED (QCL/SAMPLE/O)

- Blood stain (simulated) on black with red pattern fabric to be used with IR light source (IR pass filter to block out visible light either 715nm or 780nm LP filter)

**GUNSHOT RESIDUE SAMPLES (SIMULATED)
(QCL/SAMPLE/P)**

- GSR (simulated) on black fabric with white backing to be used with IR light source (IR pass filter to block out visible light either 715nm or 780nm LP filter)

BLOOD STAIN (SIMULATED) (QCL/SAMPLE/Q)

- Blood stain (simulated) on red patterned fabric to be used with IR light source (IR pass filter to block out visible light either 715nm or 780nm LP filter)

PAINT (QCL/SAMPLE/R)

- Paint on cardboard – two paints; midnight sapphire (blue) under dark angel (purple) on top to be used with IR light source (IR pass filter to block out visible light either 715nm or 780nm LP filter)

**3D FINGERMARK (OBLIQUE ACCESSORY)
(QCL/SAMPLE/S)**

- Oblique (3D fingermark in mikrosil) with white light source and visible filter or UV light source (visible pass or 420nm LP filter) with oblique accessory for the CL Auto only.

**RECOVER FINGERMARK (COAXIAL ACCESSORY)
(QCL/SAMPLE/T)**

- Coaxial (brass plate) – Recover fingermark to be used with white light source and visible pass filter with coaxial accessory for the CL Auto only.

**PRINTED INSTRUCTION MANUAL STORED IN THE
SAMPLE BOX FOR EASY REFERENCE**

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Your Reference: RFQ- CL AUTO, DISCOVER, AARI

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Quote Reference: Q221367

Date: March 26, 2025

3	CRIME-LITE AMINO ACID RAPID IMAGER SYSTEM (QCL/AARI/SYSTEM) CRIME-LITE AMINO ACID RAPID IMAGER (QCL/AARI) AARI Amino Acid Reagent Imager is a compact laboratory solution for the visualization, imaging, and digital mark-up of fingerprints on porous evidence (primarily documents). *Desktop PC and 32" 4K monitor are required, supplied separately Patent Pending. United Kingdom Patent Application No. 2105348.3 System Hardware - System dimensions: H 369mm x W 520mm x D 562mm. - System weight: <25kg. - Integrated carry handles. - Connects to PC via USB3.1 SuperSpeed interface. - Integrated 10.1" touch screen. - Passive cooled, fan-less design - Easy to wipe clean surfaces. - Supplied with a dust cover. - Conforms to EN62471 and EN61010-1:2010 standards. Image Capture - High resolution 61MP mirrorless digital camera. - Sensitive from 365-860nm. - Standard (730 ppi) and pixel stepped (1460 ppi) imaging. - Nominal FOV of 330mm x 220mm. - Capture A4 (298x210mm) and US letter (280x 216mm). - Alignment guides/markings aid document positioning. - Removable lid to accommodate large format items. - Motorized filter mechanism containing: - 10nm narrowband filter centred at 568nm - 570nm Long Pass filter - RG715 filter - Visible band filter Illumination - Provides even shadow-free illumination across the entire FOV in UV, IR and green illumination modes. - Manually adjust the brightness of all light sources. - Integral LED illumination sources include: - Diffuse white 5700K - IR 860nm - Green 520–530nm - UV 365nm	1	68,820.85	68,820.85
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Your Reference: RFQ- CL AUTO, DISCOVER, AARI

Our Reference: C102166

Quote Reference: Q221367

Date: March 26, 2025

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Minimum PC and Monitor Hardware required (supplied separately)

- High-specification desktop PC, with internal SSD and a minimum of 3x USB 3.1 ports.
- 32" self-calibrating 4K monitor.

Software

Dedicated software package provides complete control of the AARI system via desktop PC (supplied separately).

- Image capture functions include:
 - Rapid capture of images in <30 seconds
 - Complete control of camera ISO, Exposure, and F-number, Pixel-Stepping and Image grabbing.
 - Live image view for easy alignment of documents.
 - Optional flat field imaging.
 - Complete control of individual light sources.
 - Manual and automatic filter selection.

Image Enhancement:

- Greyscaling & inverting
- Flipping
- Cropping and image markup
- RGB Colour adjustment
- Contrast stretching
- Hue Saturation Lightness (HSL)
- Image Sharpening
- Full image history for back-tracking through recent edits

AI Assist Ridge Detection:

- Automated identification of fingerprint ridge detail
- Automated detection and mark-up of regions of interest
- Labels user-confirmed regions of interest

Pre-set examination modes for detection of:

- DFO developed fingerprints
- 1-2 Indanedione developed fingerprints
- Ninhydrin developed fingerprints
- PD developed fingerprints
- OROR developed fingerprints
- Iodine developed fingerprints

Customizable reporting functionality:

- Customize print layout and laboratory logo
- Crop and annotate (manual digital mark-up) images
- Export completed reports in PDF format.

Image archiving system:

- Store images on a local (or networked) file location
- Automatically save images as RAW, TIFF, JPEG, BMP
- Audit trail stored alongside images.

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- User profiles to create and review reports and aid the identification in the audit trail.

Diagnostics:

- Self-check function to monitor LED power levels.
- Generate service reports.

Touchscreen Interface:

- Simple streamlined operation of AARI system.

Amino Acid Validation Targets

- 50 pcs (business sized cards) per box
- Each validation target is dosed with a proprietary solution that contains 14 amino acids, in 'typically encountered' ratios
- Two tests are present on each validation target. Test 1: typical fingerprint concentration. Test 2: Approximately 30% the concentration of Test 1
- When treated with an appropriate (amino acid) testing reagent, the validation target will develop accordingly, confirming the integrity of the chemical treatment solution
- Suitable for commonly used amino acid fingerprint treatments including, but not limited to, DFO, Ninhydrin and 1,2-Indandione
- Unique barcode identifier added to each validation target so that can be scanned by the AARI system, allowing users to create a log of the validation target with their evidence images, confirming the integrity of their amino acid chemical treatment reagents
- Patent pending: GB2205397.9

Specifications and data are subject to change. Please contact foster+freeman for the latest product specification.

CRIME-LITE AARI MONITOR
(QCL/AARI/MON)- 32" 4K Monitor

CRIME-LITE AARI COMPUTER
(QCL/AARI/PC)Minimum specification

- Intel Core i7-10700 (4.8ghx)
- 16gb DDR4
- 512GB NVME SSD + 1TB HDD
- Windows 10 Pro

4	ANTI VIBRATION PLATFORM (QCL/AARI/ACC/1) - 60 x 60cm isolation platform - removes up to 98% unwanted vibrations - low frequency sarbothane isolators built-in - weight 22kg	1	1,250.37	1,250.37
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Your Reference: RFQ- CL AUTO, DISCOVER, AARI

Our Reference: C102166

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5	CRIME-LITE AARI BARCODE SCANNER (QCL/AARI/ACC/8) Handheld barcode scanner. - capable of reading 1D and 2D barcodes - used for evidence bag scanner and logging	1	312.42	312.42
6	CRIME-LITE AARI BLACK OUT SHIELD (QCL/AARI/ACC/9) - Allows the removal the the Crime-Lite AARI lid for the imaging of larger format evidence - Blackout Shield shrouds the Crime-Lite AARI device to prevent ambient light interfering with the captured image - Ensures image quality remains constant across evidence sizes - Evidence samples up to A1 can be processed	1	132.60	132.60
7	CRIME-LITE AARI VALIDATION TARGETS (300 PACK) (QCL/AARI/ACC/3) - Amino Acid Validation Targets - 50 pcs (business sized cards) per box, 6 boxes supplied, total 300 pcs - Each validation target is dosed with a proprietary solution that contains 14 amino acids, in 'typically encountered' ratios - Two tests are present on each validation target. Test 1: typical fingerprint concentration. Test 2: Approximately 30% the concentration of Test 1 - When treated with an appropriate (amino acid) testing reagent, the validation target will develop accordingly, confirming the integrity of the chemical treatment solution - Suitable for commonly used amino acid fingerprint treatments including, but not limited to, DFO, Ninhydrin and 1,2-Indandione - Unique barcode identifier added to each validation target so that can be scanned by the AARI system, allowing users to create a log of the validation target with their evidence images, confirming the integrity of their amino acid chemical treatment reagents - Patent pending: GB2205397.9	1	569.58	569.58
8	USA WIRELESS KEYBOARD (WIRELESS-KEYBOARD-USA)	2	39.13	78.26
9	PRODUCT TRAINING 3-day site visit by Foster & Freeman Applications Specialists. Includes unpacking and setup of equipment, followed by comprehensive operator training and optional testing. Training will cover both theory and practical Applications, using realistic samples and scenarios. Equipment safety and maintenance will also be covered. Training and testing certificates provided. Costs are based on a single visit and includes associated expenses for the Application Specialist.	1	6,150.00	6,150.00

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Date: March 26, 2025

10	SHIPPING AND HANDLING	1	1,390.00	1,390.00
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Date: March 26, 2025

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TOTAL PRICE	USD	151,787.87
TOTAL TAX	USD	0.00
TOTAL VALUE	USD	151,787.87

DESPATCH PERIOD:
10-12 working weeks from receipt of order, subject to terms of payment details below. **Please note** despatch times are estimates and will be confirmed at time of order acknowledgement.

TERMS OF DELIVERY:
This price covers delivery including customs clearance, duties and local delivery, but excludes local sales tax.

TERMS OF PAYMENT:
Nett 30 Days from date of invoice. Please note that a surcharge of 3% will apply to all credit card payments.

BANK DETAILS:
United Bank, McLean, VA. Routing No 056004445, Foster & Freeman USA Inc., Account No. 70061289

WARRANTY:
24 months from date of installation.

VALIDITY UNTIL:
June 26, 2025

SIGNED:

Amanda Silva

Foster & Freeman Ltd. terms and conditions of sale apply.

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City Council Agenda Request

June 3, 2025

Agenda Request No: VI.C.

Agenda of: City Council Meeting

Initiated by: Larysa Chiski, Senior Police Finance Manager

Presented by: Gregory Suter, Police Captain - Staff Services Bureau

Responsible Department: Police

Agenda Caption:

ACCEPTANCE OF OPIOID SETTLEMENT PROCEEDS AND BUDGET AMENDMENT

Consideration of and action on acceptance of Opioid Settlement Proceeds from the Opioid Abatement Trust Fund, in the amount of \$95,804.79; and authorization of a Budget Amendment in the amount of \$95,804.79 to revenues and expenditures.

Recommended Action:

City Council approve a budget amendment to the FY2025 Opioid Litigation Settlement Fund revenues and expenditures in the amount of \$95,804.79.

Executive Summary:

In April 2025, the City of Sugar Land received \$95,804.79 in Opioid Settlement Proceeds from the Opioid Abatement Trust Fund.

These funds are made available through the Texas Comptroller of Public Accounts (CPA) and the Opioid Abatement Fund Council (OAFC) through their work with the Texas Treasury Safekeeping Trust Company (TTSTC). The proceeds received will be split 50/50 between Police and Fire Departments and used for the remediation of opioid harms and related police, fire, and EMS responses.

The Sugar Land Police Department and Sugar Land Fire Department recommend the City Council approve a budget amendment to the FY2025 Opioid Litigation Settlement Fund revenues and expenditures in the amount of \$95,804.79.

Budget

Expenditure Required: \$95,804.79

Current Budget:

Additional Funding: \$95,804.79

Funding Source: Opioid Settlement Proceeds from the Opioid Abatement Trust Fund

Account Number (ORG-OBJ-Project): 2197105-531002 - \$47,902.40; 2198110-522034 - \$47,902.39; 2199990-481315 - \$95,804.79

Attachments

None



City Council Agenda Request

June 3, 2025

Agenda Request No: VI.D.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Linda Mendenhall, City Clerk

Responsible Department: City Clerk's Office

Agenda Caption:

Consideration of and action on the minutes of the May 20, 2025 meeting.

Recommended Action:

Consider the minutes of the May 20, 2025 meeting.

Executive Summary:

Consider the minutes of the May 20, 2025 meeting.

Budget

Expenditure Required:

Current Budget:

Additional Funding:

Funding Source:

Account Number (ORG-OBJ-Project):

Attachments

1. 052025cc_minutes



City of Sugar Land

City Council Minutes

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

Tuesday, May 20, 2025
City Council Meeting Minutes
City Council Chamber
5:45 PM

I. Attention

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

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

II. Call of Order/Roll Call

The Chair will call the meeting to order, verify the presence of a quorum, and open the public meeting.

The City Council Meeting was called to order at 5:50 p.m.

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

III. Invocation

Councilmember Rick Miller

IV. Pledges of Allegiance

Councilmember Rick Miller

V. Recognition

- A. SUGAR LAND REGIONAL AIRPORT
KEMPNER HIGH SCHOOL 2024/2025 ART CONTEST
Kenneth Durbin, Assistant Director of Aviation
- B. BUILDING SAFETY MONTH
MAY 2025
DWAYNE SVATEK MASTER CODE PROFESSIONAL RECOGNITION
joshua doyle, Chief Building Official
- C. NATIONAL EMS WEEK
MAY 18- 24, 2025

10-YEAR ANNIVERSARY OF AMBULANCE SERVICES

Mark Campise, Chief of Fire-EMS

- D. KAYLA SAMEK
CITY OF SUGAR LAND
24 YEARS OF SERVICE
Joe R. Zimmerman, Mayor

VI. Public Comment

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

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

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

A member of the public addressed the City Council as follows:
Sugar Khan spoke on agenda item VII-B.

RECESS: Mayor Zimmerman recessed the Council meeting at 6:17 p.m.

RECONVENE: Mayor Zimmerman reconvened the Council meeting at 6:27 p.m.

VII. Consent Agenda

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

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-30**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, RATIFYING THE ACCEPTANCE OF FISCAL YEAR 2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) CLICK IT OR TICKET (STEP CIOT) GRANT FROM THE STATE OF TEXAS, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS AUTHORIZED OFFICIAL TO EXECUTE ALL GRANT RELATED DOCUMENTS; AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF THE GRANT AWARD TO EXPENDITURES AND REVENUES FROM THE GRANT.

Joe Carter, Special Operations Acting Captain

- B. **CONTRACT WITH CERES ENVIRONMENTAL**

Consideration of and action on authorization of a Contract with Ceres Environmental Services, Inc., for emergency debris removal services. This contract will automatically renew for three (3) additional one-year terms.

Christian Eubanks, Environmental Manager

C. **CONTRACT WITH T.F.R. ENTERPRISES, INC.**

Consideration of and action on authorization of a Contract with T.F.R. Enterprises, Inc., for emergency debris removal services. This contract will automatically renew for three (3) additional one-year terms.

Christian Eubanks, Environmental Manager

D. **CONTRACT WITH THOMPSON CONSULTING SERVICES LLC.**

Consideration of and action on authorization of a contract with Thompson Consulting Services LLC, for emergency debris monitoring services. This contract will automatically renew for three (3) additional one-year terms.

Christian Eubanks, Environmental Manager

E. **AGREEMENT WITH WEAVER AND TIDWELL, L.L.P.**

Consideration of and action on authorization of an Audit Service Agreement with Weaver and Tidwell, L.L.P., for professional audit services in the amount of \$151,125, for the 2025 Fiscal Year.

Jing Xiao, Director of Finance

F. **CONTRACT WITH DATAVOX**

Consideration of and action on authorization of a Construction Contract with DataVox for the purchase of the AV & technology for the Public Safety Training Facility Phase II, CIP CMU2204, in the amount of \$159,137.02.

Lane Wolf, Senior Manager Vertical Construction

G. **CONTRACT WITH ESKOLA L.L.C. DBA J.R. JONES ROOFING**

Consideration of and action on authorization of a Construction Services Contract with Eskola LLC, DBA J.R. Jones Roofing, in the amount of \$553,577.96, for the re-roofing of City Hall clock tower and hurricane repairs; and the authorization of a budget amendment to revenues and expenditures, in the amount of \$415,183.

Lane Wolf, Senior Manager Vertical Construction

H. **APPOINTMENTS TO SUGAR LAND LEGACY FOUNDATION**

Consideration of and action on appointment of Priya Ayilavarapu Rajani, Anaand “Andy” Pinto, Janica Owen, John Betancur, Dr. Marc Martinez, Sandra Kay Simpson, Swapan Dhairyawar and Doug Goff for two-year terms expiring September 30, 2026, to the Sugar Land Legacy Foundation.

Kimberly Terrell, Director of Parks & Recreation

I. **CONTRACT WITH CEDROS PAVING SERVICES L.L.C.**

Consideration of and action on authorization of a Panel Replacement and Reconstruction Contract with Cedros Paving Services LLC in the amount of \$706,105.20, for the replacement of damaged street and sidewalk panels on Commerce Green Boulevard, CIP CST2502 Major Street Rehabilitation.

Ray Song, Engineering Manager

J. **CONTRACT WITH THE BETTER BLOCK FOUNDATION**

Consideration of and action on authorization of a Contract with The Better Block Foundation, in the amount of \$134,750.00, for design and execution services of a creative place making project at 115 and 123 Brooks Street.

Sharee Davis, Civic Arts Manager

Sharee Davis, Civic Arts Manager, made comments and answered questions from the Council.

A motion to **Approve, contract with Better Block Foundation in the amount of \$134,750.00, for design and execution services of creative place making project at 115 and 123 Brooks Street**, was made by Joe Zimmerman and seconded by Rick Miller, the motion **Passed**.

Ayes: Joe Zimmerman, William Ferguson, Suzanne Whatley, Stewart Jacobson, Rick Miller

Nays: Robert Boettcher

Absent: Naushad Kermally

K. **CONTRACT WITH FLORIDA TRAFFIC CONTROL DEVICES L.L.C.**

Consideration of and action on authorization of a construction contract with Florida Traffic Control Devices, LLC for the University Blvd Widening, CIP CST2102, in the amount of \$1,678,530.04; and authorization of a budget amendment from the 2019 GO Bond Fund (Proposition C) in the amount of \$1,592,596.88.

Huy Ton, Senior Engineering Manager

Huy Ton, Senior Engineering Manager, made comments and answered questions from the Council.

A motion to **Approve, CIP CST2102 University Blvd Widening Construction Contract with Florida Traffic Control Devices, LLC in the amount of \$1,678,530.04**, was made by Joe Zimmerman and seconded by Suzanne Whatley, the motion **Passed**.

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

Absent: Naushad Kermally

- L. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-31**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) FOR THE FISCAL YEAR (FY) 2026 SB 224 CATALYTIC CONVERTER GRANT ("GRANT") AND DESIGNATING THE CITY MANAGER AS AUTHORIZED GRANT OFFICIAL TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

David White, Police Captain

- M. Consideration of and action on the Sugar Land 4B Corporation's budget amendment in the amount of \$3,400,000 from the Sugar Land 4B Corporation fund balance and \$3,600,000 from Reserve for Opportunity for the Lake Pointe Green project.

Justyn Mejorado, Assistant Director of Budget

N. **MINUTES**

Consideration and action on the minutes of the May 6, 2025, Joint City Council and Planning and Zoning Commission Meeting.

Linda Mendenhall, City Clerk

A motion to **Approve, Consent agenda items A through I and L through N**, was made by Stewart Jacobson and seconded by Suzanne Whatley, the motion **Passed**.

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

Absent: Naushad Kermally

VIII. Ordinances and Resolutions

- A. **FIRST AND FINAL CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2376:** ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SUGAR LAND, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2025.

Jing Xiao, Director of Finance

Jing Xiao, Director of Finance, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve, First and Final Reading: Ordinance No. 2376 - Authorizing the Issuance of General Obligation Bonds, Series 2025**, was made by Stewart Jacobson and seconded by Suzanne Whatley, the motion **Passed**.

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

Absent: Naushad Kermally

- B. **FIRST AND FINAL CONSIDERATION:** Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2377:** ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SUGAR LAND, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2025.

Jing Xiao, Director of Finance

Jing Xiao, Director of Finance, gave a presentation, made comments, and answered questions from the Council.

A motion to **Approve, First and Final Reading: Ordinance No. 2377 - Authorizing the Issuance of Waterworks and Sewer System Revenue Bonds, Series 2025**, was made by Rick Miller and seconded by William Ferguson, the motion **Passed**.

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

Absent: Naushad Kermally

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.

The Mayor, City Council, and City Manager deferred the reports to the next meeting.

X. Adjournment

A motion to **Adjourn at 6:45 p.m.**, was made by Joe Zimmerman and seconded by Suzanne Whatley, the motion **Passed**.

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

Absent: Naushad Kermally

Linda Mendenhall, City Clerk





City Council Agenda Request

June 3, 2025

Agenda Request No: VIII.A.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Jennifer Alexander, Business Development Manager

Responsible Department: Admin

Agenda Caption:

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

Section 551.087 Deliberation Regarding Economic Development Negotiations:

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

Recommended Action:

Hold a Closed Executive Session.

Executive Summary:

Closed Executive Session as authorized by Chapter 551, Texas Government Code, in accordance with Section 551.087(2), Deliberation Regarding Economic Development Negotiations, to deliberate the offer of a financial or other incentive to a business prospect.

Budget

Expenditure Required:

Current Budget:

Additional Funding:

Funding Source:

Account Number (ORG-OBJ-Project):

Attachments

None